

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA

CHRISTOPHER MCNAUGHTON, a  
Pennsylvania citizen,

Plaintiff,

vs.

UNITEDHEALTHCARE INSURANCE  
COMPANY, a Connecticut corporation,  
UNITED HEALTHCARE, INC., a  
Delaware corporation,

Defendants.

CIVIL ACTION

Case No.: 2:21-cv-03802-MMB

**JURY TRIAL DEMANDED**

**AMENDED COMPLAINT**

NOW comes Plaintiff, Christopher McNaughton, by and through his undersigned counsel, Munley Law, PC and the Law Offices of Scott Glovsky, APC and avers as follows:

**I. THE PARTIES**

1. Plaintiff Christopher McNaughton is a competent adult individual and a citizen of Pennsylvania with an address at 229 Woodland Drive, State College, PA 16803.

2. Defendant UnitedHealthcare Insurance Company, upon information and belief is, and at all relevant times was, a corporation duly organized and

existing under and by virtue of the laws of the State of Connecticut with its principal place of business at 9900 Bren Road, East Minnetonka, MN 55343.

3. Defendant UnitedHealthcare, Inc. is, and at all relevant times was, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware with its principal place of business at 9900 Bren Road, East Minnetonka, MN 55343.

4. United Healthcare Insurance Company and United Healthcare, Inc. are collectively referred to hereafter as “United”.

5. United are insurance companies licensed and authorized to do business within the Commonwealth of Pennsylvania, and did in fact conduct business, including selling policies, adjusting claims and accepting premiums, and conducting insurance activities in the Commonwealth.

6. It is believed and averred that United supervised, directed and controlled the activities with respect to the handling of Plaintiff’s health insurance claim and formulated guidelines and policies for handling, adjusting, negotiating, and paying claims.

7. At all times material hereto, United acted, by and through its agents, ostensible agents, servants, and employees, acting in the course and scope of their agency and/or employment for whose conduct United is liable vicariously or otherwise.

## **II. JURISDICTION AND VENUE**

8. This Court has diversity jurisdiction over this action pursuant to 28 U.S.C. § 1332 because the citizenship of the parties is diverse.

9. The amount in controversy exceeds \$75,000.00 exclusive of interest and costs.

10. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) as a substantial part of the events or omissions giving rise to the claim occurred in this district.

## **III. FACTUAL ALLEGATIONS**

11. Plaintiff Christopher McNaughton was diagnosed with severe ulcerative colitis in January 2014 at the age of twenty-two.

12. Ulcerative colitis is a chronic disease that causes inflammation and ulcers in the digestive tract. There is no known cure and ongoing treatment is required to prevent serious health consequences.

13. This disease causes McNaughton to have bloody diarrhea up to twenty times a day; severe abdominal pain; severe anemia causing constant fatigue; no appetite; significant weight loss and malnutrition; severe inflammatory arthritis which leaves him unable to walk and requires hospitalization; severe, recurrent, life-threatening, deep vein thrombosis resulting in repeated hospitalizations; repeated fractures and osteopenia; and severe secondary adrenal insufficiency.

14. This disease is horrible, and as a result, McNaughton sought out the best care possible.

15. After seeing many doctors, McNaughton began treating with Dr. Edward Loftus, in May 2014, at the Mayo Clinic in Rochester, Minnesota due to the severity of McNaughton's ulcerative colitis. Dr. Loftus is one of the top gastroenterologists in the country.

16. Over a span of five years after his diagnosis, McNaughton with the assistance and guidance of his physicians has tried numerous treatment regimens in an attempt to treat his condition.

17. In October 2018, after failing all other treatment options and doses, Dr. Loftus prescribed Remicade 20 mg/kg every 4 weeks and Entyvio 600 mg every 4 weeks to McNaughton (the "treatment").

18. The treatment, which McNaughton received via intravenous infusions, was critical to his health and wellbeing.

19. As a result of this treatment in the dosages prescribed by Dr. Loftus, McNaughton was finally able to gain relief from his illness.

20. These medications in these exact doses are medically necessary to control McNaughton's disease.

21. When taking these dosages McNaughton finally got his disease under control. Lesser dosages were not effective in treating McNaughton, but with the

dosages prescribed by Dr. Loftus, his dream of a normal life without pain and suffering was finally realized.

#### **IV. THE POLICY**

22. United issued a school-sponsored health insurance plan, referred to as Blanket Student Accident and Sickness Insurance Plan to the Pennsylvania State University, Policy No. COL-17-PA (PY21) CERT. *See* Certificate of Coverage attached hereto as Exhibit A.

23. The master policy is currently in the possession of United and is unavailable to Plaintiff.

24. Under this plan, United agreed to pay “for Covered Medical Expenses . . . less any deductible incurred by or for an insured Person for loss due to injury or sickness subject to: a) the maximum amount for specific services as set forth in the Schedule of Benefits; and b) any Coinsurance or Copayment amounts set forth in the schedule of Benefits or any benefit provision hereto.” *See* Exhibit A.

25. Under the plan, Covered Medical Expenses include infusion therapy and prescription drugs. *Id.*

26. The plan defines “Covered Medical Expenses” as “reasonable charges which are: 1) not in excess of Usual and Customary Charges; 2) not in excess of the Preferred Allowance when the policy includes Preferred Provider benefits and the charges are received from a Preferred Provider; 3) not in excess of the

maximum benefit amount payable per service as specified in the schedule of benefits; 4) made for services and supplies not excluded under the policy; 5) made for services and supplies which are a medical necessity; 6) made for services included in the Schedule of Benefits and 7) in excess of the amount stated as a deductible, if any.” *See* Exhibit A, at p. 21, sec. 11.

27. Medical necessity and medically necessary are defined in the policy as follows: “those services or supplies provided or prescribed by a Hospital or Physician which are all of the following: 1) Essential for the symptoms and diagnosis or treatment of the Sickness or Injury; 2) Provided for the diagnosis, or the direct care and treatment of the Sickness or Injury; 3) In accordance with the standards of good medical practice; 4) Not primarily for the convenience of the Insured, or the Insured’s Physician; 5) The most appropriate supply or level of service which can safely be provided to the Insured.” *See* Exhibit A, at p. 23, sec. 11.

28. At all times pertinent hereto, McNaughton was an insured person under the policy.

29. McNaughton is a student at the Pennsylvania State University and is eligible to and did in fact enroll in the school-sponsored health insurance plan issued by United.

30. McNaughton first enrolled in the school-sponsored health insurance

plan on July 1, 2020, and then re-enrolled for the 2020-2021 plan year.

31. McNaughton re-enrolled in the school-sponsored health insurance plan for the 2021-2022 school year.

32. McNaughton pays monthly premiums in exchange for United's promise to cover medically necessary treatments which include the treatment prescribed by Dr. Loftus.

33. Notwithstanding United's legal and contractual obligations, United has unreasonably refused to provide benefits for Plaintiff's medically necessary infusion medications in the dosages prescribed by Dr. Loftus.

**V. UNITED'S HANDLING OF PLAINTIFF'S COVERED MEDICAL EXPENSES**

34. The treatment prescribed by Dr. Loftus was covered by McNaughton's former health plan, Aetna, before McNaughton joined United's health plan.

35. Before McNaughton enrolled in the United plan, United represented to him that his treatment would not require a prior authorization. All that would be required for coverage under the policy, according to United's representations, was a referral from the Penn State University Health Services.

36. In light of these representations and given that McNaughton had the necessary referral, he enrolled in the United Plan under the belief that his treatment would be covered.

37. Initially, United covered the medically necessary treatment in July 2020 and August 2020.

38. However, in September 2020 United suddenly, unreasonably, and without notice, stopped paying for the infusions.

39. United never informed McNaughton in advance that it would no longer pay for the treatment he was receiving, therefore he was not aware that the bills were not being paid.

40. Since United did not inform McNaughton that it failed to pay for his covered medical expenses, he continued to receive the treatment.

41. McNaughton eventually learned that the bills were not being paid. At this point, he had over \$1 million in unpaid treatment bills.

42. Over the next 6 months, McNaughton repeatedly attempted to determine why United had stopped paying for his medically necessary treatments.

43. Finally, on February 1, 2021, a United customer service representative informed the Plaintiff's mother that United had flagged McNaughton's account as a "high dollar amount".

44. As such, United unilaterally and without notice to its insured, stopped paying for Covered Medical Expenses due to its cost and not because the treatment was not covered under the policy. These actions clearly show that United was placing its own interest over its insured.



45. McNaughton proactively contacted the Penn State administration to voice his concern and frustration about United's conduct.

46. On March 5, 2021, McNaughton received an email from the Penn State administration indicating it had spoken with United, and United had agreed to pay for his past infusion bills as well as cover them through August 12, 2021, the end of the 2020-2021 policy term.

47. On March 29, 2021, McNaughton learned, that prior to the 2021-2022 school year, United would require him to undergo a prior authorization of benefits, and that this particular prior authorization was a "special exception" it created specifically for only McNaughton.

48. The special exception was not part of the plan and was only created by United so that it could avoid paying for the Covered Medical Expenses during the upcoming 2021-2022 school year plan.

49. United's conduct was nothing more than a pretextual ruse designed to find a way to avoid payment of Covered Medical Expenses that was due and owed under the plan and to justify United's predetermined position that it would not pay for the expenses due to its high cost.

50. McNaughton complained to United that it was creating new criteria that was not part of the plan in order to deny his treatment.

51. On May 12, 2021, McNaughton learned that United was conducting a

peer-to-peer review with Dr. Loftus.

52. On May 14, 2021, McNaughton received an email indicating that United would not cover the infusions. *See* Email attached hereto as Exhibit B.

53. The email said that the reason for the denial was that in the peer-to-peer review Dr. Loftus agreed that the current treatment was “not appropriate” and that it was “appropriate” for him to receive a treatment protocol suggested by United that would cost significantly less. *Id.* They also stated that Dr. Loftus had agreed to reduce the doses of the medications. *Id.*

54. United’s representation of the statements allegedly made by Dr. Loftus proved to be false and an attempt in bad faith to avoid paying for the covered treatment prescribed by Dr. Loftus.

55. On May 19, 2021, Dr. Loftus wrote a letter stating that McNaughton required the treatments that he prescribed, and that failure to provide these treatments could have “serious detrimental effects on both his short term and long term health and could potentially involve life threatening complications. This would ultimately incur far greater medical costs. Chris was on the doses suggested by United Healthcare before, and they were not at all effective.” *See* May 19, 2021 letter attached hereto as Exhibit C.

56. On May 20, 2021, McNaughton met with the Penn State administration and informed them of the misrepresentations made by United.

57. Penn State informed Plaintiff that it scheduled a meeting with the CEO of United Healthcare Student Resources to address United's conduct in handling Plaintiff's covered medical expenses.

58. On June 4, 2021, after being confronted with the fraudulent statements in the May 14, 2021 denial, United issued a new denial letter to McNaughton advising him that it would not cover his treatments. *See* June 4, 2021 denial letter attached hereto as Exhibit D.

59. In the June 4, 2021 letter, United indicated that McNaughton had "exhausted the internal appeal process." *Id.*

60. At no point prior to issuing the determination made during the internal review process, did United provide McNaughton with the name or other contact information of the employee or department designated to coordinate the Internal Review in direct violation of the terms of the contract. *See* Exhibit A, at p. 28.

61. Likewise, United failed to provide McNaughton notice that he was entitled to submit written comments, documents, records, and other material relating to the request for benefits to be considered when conducting the Internal Review in direct violation of the terms of the contract. *See* Exhibit A, at p. 28.

62. Additionally, prior to issuing its final determination, United failed to provide McNaughton any new or additional evidence considered by United in connection with the grievance and any new or additional rationale upon which the

decision was based in direct violation of the terms of the contract. *See* Exhibit A, at p. 28.

63. United also failed to provide McNaughton with an opportunity to respond to any new or additional evidence or rationale in direct violation of the terms of the contract. *See* Exhibit A, at p. 28.

64. In that letter, United denied McNaughton's medical expenses claiming that the prescribed dosages for the two drugs are not established when using a dual biologic therapy and that the reviewers were concerned with the safety of the prescribed dosage and frequency. *Id.*

65. United's claims were baseless, fraudulent, and outrageous. The claims were directly inconsistent with all the information provided by Dr. Loftus regarding the reason for the prescribed treatment and the excellent medical response by the Plaintiff to that treatment.

66. United was not at all concerned about the safety of its insured as United claimed. Rather United was only concerned about its own financial interests thereby putting Plaintiff's health in extreme jeopardy.

67. The June 4, 2021, letter also advised McNaughton that United would not cover his treatments at the dosage prescribed by Dr. Loftus because it did not meet United's requirements for medical necessity.

68. These statements were directly inconsistent with what Dr. Loftus informed United about McNaughton's prescribed treatment.

69. On June 7, 2021, Dr. Loftus wrote another letter explaining that he never said the things attributed to him in Dave Opperman's fraudulent email on May 14, 2021. *See* June 7, 2021, letter attached hereto as Exhibit E.

70. United ignored and failed to respond to Dr. Loftus' correspondence.

71. Any fair and objective analysis of Plaintiff's treatment would clearly indicate that the treatment prescribed by Dr. Loftus was a Covered Medical Expense and payable under the policy. United does not have a reasonable basis for claiming that Plaintiff's treatment is not covered under the plan and knew or recklessly disregarded its lack of reasonable basis.

72. United has a fiduciary obligation to cover Plaintiff's Covered Medical Expenses and a duty of good faith and fair dealing toward Plaintiff.

73. United has a duty to conduct a prompt, thorough and timely investigation of whether Plaintiff's treatment is a Covered Medical Expense under the plan.

74. Despite information to the contrary, United has proceeded to deny coverage to Plaintiff for Covered Medical Expenses which required the Plaintiff to incur substantial legal fees and expenses to obtain payment for his treatment.

75. United also owes a duty to find information that supports coverage rather than looking for ways to deny coverage as it did in this case.

76. In violation of the plan and the laws of the Commonwealth of Pennsylvania, United, without legal justification, required Plaintiff to incur substantial legal and related expenses that were completely unnecessary for the unlawful egregious conduct of United. The conduct of United includes, but is not limited to the following:

- a. Misrepresenting coverage for covered medical expenses under the plan;
- b. Withholding information and/or documents pertaining to coverage under the plan;
- c. Asserting frivolous reasons for denying coverage under the plan;
- d. Misleading Plaintiff as to what is a Covered Medical Expense under the plan;
- e. Misleading Plaintiff as to the policy information;
- f. Denying payment of Covered Medical Expenses;
- g. Forcing Plaintiff to file a Complaint to obtain payment for Covered Medical Expenses;
- h. Engaging in actions designed to delay or deny the ultimate payment of Covered Medical Expenses;

- i. Misinterpreting its own policy;
- j. Knowing and/or recklessly disregarding the lack of a reasonable basis in denying the payment of Covered Medical Expenses;
- k. Unreasonably making treatment decisions based on financial concerns;
- l. Using utilization guidelines that are unreasonably stringent and stop members from receiving medically necessary care;
- m. Failing to provide notice to Plaintiff that it was not paying Covered Medical Expenses during the 2020-2021 plan;
- n. Failing to give equal consideration to providing coverage to Plaintiff under the plan;
- o. Misrepresenting statements made by Plaintiff's treating physician, Dr. Loftus;
- p. Assuming a fiduciary obligation and failing to carry out the same in good faith;
- q. Ignoring medical information from Dr. Loftus who is recognized as one of the top gastroenterologists in the country;
- r. Forcing Plaintiff to retain counsel and the expenses associated therewith to secure coverage for Covered Medical Expenses under the plan;

- s. Failing to fully disclose and/or misrepresenting the coverage available to Plaintiff under the plan;
- t. Misrepresenting the benefits, conditions and terms of the applicable insurance policy and limits and/or pertinent facts or policy or contract provisions relating to coverage of Covered Medical Expenses at issue in violation of 40 P.S. § 1171.5;
- u. Refusing to pay claims without conducting a reasonable investigation based upon all information available in violation of 40 P.S. § 1171.5;
- v. Compelling Plaintiff to institute litigation and recover amounts due under the insurance policy in violation of 40 P.S. § 1171.5;
- w. Misrepresenting the benefits, conditions and terms of the applicable insurance policy and limits and/or pertinent facts or policy or contract provisions relating to coverages at issue in violation of 40 P.S. § 1171.5;
- x. Failing to affirm or deny coverage of claims within a reasonable time after the claim was submitted by Plaintiff and communicated to the company or its representative in violation of 40 P.S. § 1171.5;
- y. Failing to advise Plaintiff of the acceptance or denial of a claim pursuant to 31 Pa. Code 146.7;



- z. Failing to advise Plaintiff of the investigation of coverage and/or possibility of a coverage issue at a time when the issue was being “investigated” by United in violation of 31 Pa. Code 146.7;
- aa. Unnecessarily requiring the insured to incur the time and expense associated with pursuing his claim for payment of Covered Medical Expenses when United knew or should have known it had no good faith basis to deny coverage or payment of Plaintiff’s treatment;
- bb. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services in violation of 73 P.S. 201-2 et seq.;
- cc. Representing that goods or services have sponsorship, approval, characteristics, benefits or quantities that they do not have or that a person has sponsorship, approval, status, affiliation or connection that he does not have in violation of 73 P.S. 201-2 et seq.;
- dd. Advertising goods or services with the intent not to sell them as advertised in violation of 73 P.S. 201-2 et seq.;
- ee. Failing to comply with the terms of a written guarantee or warranty given to a buyer, at, prior to or after a contract for the purpose of goods or services in violation of 73 P.S. 201-2 et seq.;
- ff. Breaching its fiduciary duty of good faith and fair dealing;

gg.Placing its interest over the interest of the insured;

hh.Failing to honestly, fairly, intelligently and objectively evaluate

whether Plaintiff's treatment was a Covered Medical Expense under the plan;

ii. Engaging in fraudulent or deceptive conduct which created a likelihood of confusion or misunderstanding in violation of 73 P.S. 201-2 et seq.;

jj. Denying coverage for Covered Medical Expenses because of its cost and thereby placing Plaintiff's health in extreme jeopardy.

77. The conduct of United evidences reckless disregard and indifference to the rights of its insured, the Plaintiff herein.

78. United's denial was done with conscious disregard for the life and safety of McNaughton. United's denial of medically necessary treatment to McNaughton breached the terms of the plan contract and was in bad faith.

79. As a result of the denial, McNaughton has suffered, and continues to suffer, damages, including, but not limited to, economic damages, non-economic damages, and attorneys' fees.

80. As a result of the conduct described above, Plaintiff has unnecessarily incurred legal fees and costs together with related economic loss, physical injury, physical discomfort, emotional distress, and humiliation, associated with United's

failure to honor its health insurance coverage available to Plaintiff and delay in processing the payment of Plaintiff's claims.

81. As a proximate result of the aforementioned unreasonable and bad faith conduct of United, Plaintiff has suffered, and will continue to suffer in the future, damages under the plan contract, plus interest, and other economic and consequential damages, for a total amount to be shown at the time of trial.

82. As a further proximate result of the aforementioned wrongful conduct of United as alleged in this cause of action, Plaintiff has suffered anxiety, worry, and mental and emotional distress, all to Plaintiff's general damage in a sum to be determined at the time of trial.

83. As a further proximate result of the unreasonable and bad faith conduct of United as alleged in this cause of action, Plaintiff was compelled to retain legal counsel and expend costs in an effort to obtain the benefits due under the plan contract.

84. United's conduct described herein was intended by United to cause injury to Plaintiff or was despicable conduct carried on by United with a willful and conscious disregard of the rights of Plaintiff, or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, or was an intentional misrepresentation, deceit, or concealment of a material fact known to United with the intention to deprive Plaintiff of property, legal rights or to otherwise cause

injury, such as to constitute malice, oppression or fraud entitling Plaintiff to punitive damages in an amount appropriate to punish or set an example of United.

85. At all relevant times, United's actions were willful, wanton, reckless and intentional and were based upon and motivated by its pursuit of monetary gain without regard for the resulting damage and injury and deprivation of insurance benefits due and owing its insured.

### **COUNT ONE**

Christopher McNaughton v. UnitedHealthcare Insurance Company and  
UnitedHealthcare, Inc.

#### **Breach of contract**

86. Plaintiff incorporates by reference each and every of the foregoing paragraphs as though set forth in full in this cause of action.

87. The conduct described in this Complaint by United constitutes a breach of the contract of insurance with Plaintiff in failing to honor Plaintiff's claim for benefits under the policy and denying coverage under the policy in violation of Pennsylvania statutes and applicable case law.

88. The foregoing conduct of United also constitutes a breach of the Policy's implied covenant of good faith and fair dealing.

89. Plaintiff has satisfied all of his obligations under the policy, including but not limited to all conditions precedent and all conditions subsequent.

90. As a consequence of United's breach of contract, United is liable to Plaintiff for actual and consequential damages.

WHEREFORE, Plaintiff Christopher McNaughton demands judgement in his favor and against Defendants UnitedHealthcare Insurance Company and UnitedHealthcare, Inc. in an amount in excess of \$75,000.00 plus attorney's fees, interest and costs, injunctive relief and order requiring Defendants to pay for the medication and such other and further relief as the Court deems just and proper.

### **COUNT TWO**

Christopher McNaughton v. UnitedHealthcare Insurance Company and UnitedHealthcare, Inc.

#### **Bad faith 42 Pa.C.S. § 8371**

91. Plaintiff incorporates by reference each and every of the foregoing paragraphs as though set forth in full in this cause of action.

92. 42 Pa.C.S.A. § 8371, provides a private cause of action for bad faith against an insurance company as follows:

“In an action arising under an insurance policy, if the Court finds that an insurer has acted in bad faith toward the insured, the Court may take all of the following actions:

- (1) Award interest on the amount of the claims when the basic claim was made by the insured in an amount equal to the prime rate of interest plus 3%;
- (2) Award punitive damages against an insurer;
- (3) Assess Court costs and attorney's fees against the insurer.”

93. United has engaged in a pattern of conduct against its insured, the Plaintiff in this case as set forth above.

94. By virtue of its conduct, outlined at length above and incorporated herein by reference, United knew or should have known it lacked a reasonable basis to deny coverage of the health insurance claim made by Plaintiff for medically necessary treatments and prescriptions and recklessly disregarded its lack of reasonable basis by a course of conduct that denied or delayed Plaintiff's entitlement to benefits.

95. The action and conduct of United constitutes bad faith in violation of 42 Pa. C.S.A. § 8371.

96. Pursuant to 42 Pa. C.S.A. § 8371, Plaintiff is entitled to the following damages as a result of United's bad faith conduct: Interest on the claims for the date the claims were made in an amount equal to the prime rate of interest plus 3%, costs and attorney's fees for this action, punitive damages, and such other compensatory and/or consequential damages allowed by law.

WHEREFORE, Plaintiff Christopher McNaughton demands judgement in his favor and against Defendants UnitedHealthcare Insurance Company and UnitedHealthcare, Inc. in an amount in excess of \$75,000.00 plus attorney's fees, interest and costs and such other and further relief as the Court deems just and proper.

**COUNT THREE**

Christopher McNaughton v. UnitedHealthcare Insurance Company and  
UnitedHealthcare, Inc.

Unfair Trade Practices and Consumer Protection Law

97. Plaintiff incorporates by reference each paragraph of the above allegations as though set forth in full in this cause of action.

98. For the reasons set forth above, United has committed unfair, deceptive practices prohibited by the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1 et seq for which United is liable for treble damages, plus attorney's fees and costs incurred by Plaintiff.

99. The deceptive and unfair practices committed by United heretofore described are defined as an unfair method of competition and/or unfair or deceptive act or practiced under 73 P.S. § 201 including:

- a. Causing likelihood of confusion or misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- b. Representing that goods or services have uses or benefits that they do not have;
- c. Advertising goods or services with intent not to sell them as advertised;

- d. Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made;
- e. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

WHEREFORE, Plaintiff Christopher McNaughton demands judgement in his favor and against Defendants UnitedHealthcare Insurance Company and UnitedHealthcare, Inc. in an amount in excess of \$75,000.00 plus attorney's fees, interest and costs and such other and further relief as the Court deems just and proper.

#### **COUNT FOUR**

Christopher McNaughton v. UnitedHealthcare Insurance Company and UnitedHealthcare, Inc.

#### **Negligent Misrepresentation**

100. Plaintiff incorporates by reference each paragraph of the above allegations as though set forth in full in this cause of action.

101. United owed Plaintiff a duty of care in taking reasonable steps to ensure the truth of their representations to consumers, including Plaintiff.

102. United operating through its agents, servants, workmen, and/or employees, authorized and acting within the scope of its employment, breached its duty of care in making the misrepresentation previously stated herein.



103. Plaintiff reasonably relied on such misrepresentations to his detriment.

104. As a direct and proximate result of the aforesaid conduct of United, Plaintiff has sustained damages as have been previously stated herein.

WHEREFORE, Plaintiff Christopher McNaughton demands judgement in his favor and against Defendants UnitedHealthcare Insurance Company and UnitedHealthcare, Inc. in an amount in excess of \$75,000.00 plus attorney's fees, interest and costs, injunctive relief and order requiring Defendants to pay for the medication and such other and further relief as the Court deems just and proper.

**MUNLEY LAW, PC**

By: /s/Marion K. Munley

Marion K. Munley

PA ID. No. 46957

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**Law Offices of Scott Glovsky, APC**

By: /s/Scott Glovsky

Scott Glovsky

CA ID. No. 170477

Admission to District in Process

## EXHIBIT A

**UNITEDHEALTHCARE INSURANCE COMPANY**  
**BLANKET STUDENT ACCIDENT AND SICKNESS INSURANCE PLAN**

**CERTIFICATE OF COVERAGE**  
**NON-PARTICIPATING**  
**NON-RENEWABLE ONE YEAR TERM**

**THIS CERTIFICATE CONTAINS A PREFERRED PROVIDER PROVISION**

Designed Especially for the Undergraduate Students of

THE PENNSYLVANIA STATE UNIVERSITY

2021-2022

**This Certificate of Coverage is Part of Policy Form # COL-17-PA (PY21) POL and School Policy 2021-547-1**

This Certificate of Coverage ("Certificate") is part of the contract between UnitedHealthcare Insurance Company (hereinafter referred to as the "Company") and the Policyholder.

Please keep this Certificate as an explanation of the benefits available to the Insured Person under the contract between the Company and the Policyholder. This Certificate is not a contract between the Insured Person and the Company. Amendments or endorsements may be delivered with the Certificate or added thereafter. The Master Policy is on file with the Policyholder and contains all of the provisions, limitations, exclusions, and qualifications of your insurance benefits, some of which may not be included in this Certificate. The Master Policy is the contract and will govern and control the payment of benefits.

**READ THIS ENTIRE CERTIFICATE CAREFULLY. IT DESCRIBES THE BENEFITS AVAILABLE UNDER THE POLICY. IT IS THE INSURED PERSON'S RESPONSIBILITY TO UNDERSTAND THE TERMS AND CONDITIONS IN THIS CERTIFICATE.**



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## Introduction

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Welcome to the UnitedHealthcare StudentResources Student Injury and Sickness Insurance Plan. This plan is underwritten by UnitedHealthcare Insurance Company ("the Company").

The school (referred to as the "Policyholder") has purchased a Policy from the Company. The Company will provide the benefits described in this Certificate to Insured Persons, as defined in the Definitions section of this Certificate. This Certificate is not a contract between the Insured Person and the Company. Keep this Certificate with other important papers so that it is available for future reference.

This plan is a preferred provider organization or "PPO" plan. It provides a higher level of coverage when Covered Medical Expenses are received from healthcare providers who are part of the plan's network of "Preferred Providers." The plan also provides coverage when Covered Medical Expenses are obtained from healthcare providers who are not Preferred Providers, known as "Out-of-Network Providers." However, a lower level of coverage may be provided when care is received from Out-of-Network Providers and the Insured Person may be responsible for paying a greater portion of the cost.

To receive the highest level of benefits from the plan, the Insured Person should obtain covered services from Preferred Providers whenever possible. The easiest way to locate Preferred Providers is through the plan's web site at [www.firststudent.com](http://www.firststudent.com). The web site will allow the Insured to easily search for providers by specialty and location.

The Insured may also call the Customer Service Department at 1-888-224-4810, toll free, for assistance in finding a Preferred Provider.

Please feel free to call the Customer Service Department with any questions about the plan. The telephone number is 1-888-224-4810. The Insured can also write to the Company at:

FirstStudent  
P.O. Box 809025  
Dallas, TX 75380-9025

## Notice of Nondiscrimination

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UnitedHealthcare Insurance Company complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex, including sex stereotypes and gender identity. Coverage for medically necessary health services is made available on the same terms for all individuals, regardless of sex assigned at birth, gender identity, or recorded gender. UnitedHealthcare Insurance Company will not deny or limit coverage to any health service based on the fact that an individual's sex assigned at birth, gender identity, or recorded gender is different from the one to which such health service is ordinarily available. UnitedHealthcare Insurance Company will not deny or limit coverage for a specific health service related to gender transition if such denial or limitation results in discriminating against a transgender individual.

## Section 1: Who Is Covered

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The Master Policy covers students and their eligible Dependents who have met the Policy's eligibility requirements (as shown below) and who:

1. Are properly enrolled in the plan, and
2. Pay the required premium.

All international students (F-1 and J-1 visa holders) and Humphrey fellows are automatically enrolled in this insurance plan at registration and the premium for coverage is added to their tuition billing unless proof of comparable coverage is furnished.

All students enrolled in the Intensive English Communication program are required to purchase this insurance plan unless proof of comparable coverage is furnished.

All undergraduates taking 6 or more credit hours, and students who participate in a Co-Op Work Experience program as part of their required academic program and are enrolled at The Pennsylvania State University, are eligible to enroll in this insurance plan on a voluntary basis.

Eligible students who do enroll may also insure their Dependents. Eligible Dependents are the student's legal spouse and dependent children under 26 years of age.

The student (Named Insured, as defined in this Certificate) must actively attend classes for at least the first 31 days after the date for which coverage is purchased. Home study, correspondence, and online courses do not fulfill the eligibility requirements that the student actively attend classes. The Company maintains its right to investigate eligibility or student status and attendance records to verify that the Policy eligibility requirements have been met. If and whenever the Company discovers that the Policy eligibility requirements have not been met, its only obligation is refund of premium.

The eligibility date for Dependents of the Named Insured shall be determined in accordance with the following:

1. If a Named Insured has Dependents on the date he or she is eligible for insurance.
2. If a Named Insured has Dependents and is issued a court or administrative order to provide insurance for those Dependent(s), the Dependents are eligible for insurance without enrollment restrictions:
  - a. On the date the Named Insured is ordered to provide insurance for said Dependent; and
  - b. We receive a copy of the order within 30 days of the date the court order or administrative order is issued.
3. If a Named Insured acquires a Dependent after the Effective Date, such Dependent becomes eligible:
  - a. On the date the Named Insured acquires a legal spouse.
  - b. On the date the Named Insured acquires a dependent child who is within the limits of a dependent child set forth in the Definitions section of this Certificate.

Dependent eligibility expires concurrently with that of the Named Insured.

## **Section 2: Effective and Termination Dates**

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The Master Policy on file at the school becomes effective at 12:01 a.m., July 1, 2021. The Insured Person's coverage becomes effective on the first day of the period for which premium is paid or the date the enrollment form and full premium are received by the Company (or its authorized representative), whichever is later.

The Master Policy terminates at 11:59 p.m., August 12, 2022. The Insured Person's coverage terminates on that date or at the end of the period through which premium is paid, whichever is earlier. Dependent coverage will not be effective prior to that of the Insured student or extend beyond that of the Insured student.

There is no pro-rata or reduced premium payment for late enrollees. Refunds of premiums are allowed only upon entry into the armed forces.

The Master Policy is a non-renewable one year term insurance policy. The Master Policy will not be renewed.

## **Section 3: Extension of Benefits after Termination**

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The coverage provided under the Policy ceases on the Termination Date. However, if an Insured is Hospital Confined on the Termination Date from a covered Injury or Sickness, including pregnancy, for which benefits were paid before the Termination Date, Covered Medical Expenses for such Injury or Sickness will continue to be paid as long as the condition continues but not to exceed 12 months after the Termination Date.

The total payments made in respect of the Insured for such condition both before and after the Termination Date will never exceed the Maximum Benefit.

After this Extension of Benefits provision has been exhausted, all benefits cease to exist, and under no circumstances will further payments be made.

## **Section 4: Pre-Admission Notification**

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UnitedHealthcare should be notified of all Hospital Confinements prior to admission.

1. **PRE-NOTIFICATION OF MEDICAL NON-EMERGENCY HOSPITALIZATIONS:** The patient, Physician or Hospital should telephone 1-877-295-0720 at least five working days prior to the planned admission.
2. **NOTIFICATION OF MEDICAL EMERGENCY ADMISSIONS:** The patient, patient's representative, Physician or Hospital should telephone 1-877-295-0720 within two working days of the admission to provide notification of any admission due to Medical Emergency.

UnitedHealthcare is open for Pre-Admission Notification calls from 8:00 a.m. to 6:00 p.m. C.S.T., Monday through Friday. Calls may be left on the Customer Service Department's voice mail after hours by calling 1-877-295-0720.

**IMPORTANT:** Failure to follow the notification procedures will not affect benefits otherwise payable under the Policy; however, pre-notification is not a guarantee that benefits will be paid.

## **Section 5: Preferred Provider Information**

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**“Preferred Providers”** are the Physicians, Hospitals and other health care providers who have contracted to provide specific medical care at negotiated prices. Preferred Providers in the local school area are:

UnitedHealthcare Choice Plus

The availability of specific providers is subject to change without notice. A list of Preferred Providers is located on the plan's web site at [www.firststudent.com](http://www.firststudent.com). Insureds should always confirm that a Preferred Provider is participating at the time services are required by calling the Company at 1-888-224-4810 and/or by asking the provider when making an appointment for services.

**“Preferred Allowance”** means the amount a Preferred Provider will accept as payment in full for Covered Medical Expenses.

**“Out-of-Network”** providers have not agreed to any prearranged fee schedules. Insureds may incur significant out-of-pocket expenses with these providers. Charges in excess of the insurance payment are the Insured's responsibility.

**“Network Area”** means the 25 mile radius around the local school campus the Named Insured is attending.

Regardless of the provider, each Insured is responsible for the payment of their Deductible. The Deductible must be satisfied before benefits are paid. The Company will pay according to the benefit limits in the Schedule of Benefits.

### **Inpatient Expenses**

Preferred Providers – Eligible Inpatient expenses at a Preferred Provider will be paid at the Coinsurance percentages specified in the Schedule of Benefits, up to any limits specified in the Schedule of Benefits. Preferred Hospitals include UnitedHealthcare Choice Plus United Behavioral Health (UBH) facilities. Call 1-888-224-4810 for information about Preferred Hospitals.

**Out-of-Network Providers** - If Inpatient care is not provided at a Preferred Provider, eligible Inpatient expenses will be paid according to the benefit limits in the Schedule of Benefits.

### **Outpatient Hospital Expenses**

Preferred Providers may discount bills for outpatient Hospital expenses. Benefits are paid according to the Schedule of Benefits. Insureds are responsible for any amounts that exceed the benefits shown in the Schedule, up to the Preferred Allowance.

### **Professional & Other Expenses**

Benefits for Covered Medical Expenses provided by UnitedHealthcare Choice Plus will be paid at the Coinsurance percentages specified in the Schedule of Benefits or up to any limits specified in the Schedule of Benefits. All other providers will be paid according to the benefit limits in the Schedule of Benefits.

## **Section 6: Medical Expense Benefits – Injury and Sickness**

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This section describes Covered Medical Expenses for which benefits are available. **Please refer to the attached Schedule of Benefits for benefit details.**

Benefits are payable for Covered Medical Expenses (see Definitions) less any Deductible incurred by or for an Insured Person for loss due to Injury or Sickness subject to: a) the maximum amount for specific services as set forth in the Schedule of Benefits; and b) any Coinsurance or Copayment amounts set forth in the Schedule of Benefits or any benefit provision hereto. Read the Definitions section and the Exclusions and Limitations section carefully.

No benefits will be paid for services designated as "No Benefits" in the Schedule of Benefits or for any matter described in Exclusions and Limitations. If a benefit is designated, Covered Medical Expenses include:

## **Inpatient**

1. **Room and Board Expense.**  
Daily semi-private room rate when confined as an Inpatient and general nursing care provided and charged by the Hospital.
2. **Intensive Care.**  
If provided in the Schedule of Benefits.
3. **Hospital Miscellaneous Expenses.**  
When confined as an Inpatient or as a precondition for being confined as an Inpatient. In computing the number of days payable under this benefit, the date of admission will be counted, but not the date of discharge.  
  
Benefits will be paid for services and supplies such as:
  - The cost of the operating room.
  - Laboratory tests.
  - X-ray examinations.
  - Anesthesia.
  - Drugs (excluding take home drugs) or medicines.
  - Therapeutic services.
  - Supplies.
4. **Routine Newborn Care.**  
While Hospital Confined and routine nursery care provided immediately after birth.  
  
Benefits will be paid for an inpatient stay of at least:
  - 48 hours following a vaginal delivery.
  - 96 hours following a cesarean section delivery.

If the mother agrees, the attending Physician may discharge the newborn earlier than these minimum time frames.
5. **Surgery.**  
Physician's fees for Inpatient surgery.
6. **Assistant Surgeon Fees.**  
Assistant Surgeon Fees in connection with Inpatient surgery.
7. **Anesthetist Services.**  
Professional services administered in connection with Inpatient surgery.
8. **Registered Nurse's Services.**  
Registered Nurse's services which are all of the following:
  - Private duty nursing care only.
  - Received when confined as an Inpatient.
  - Ordered by a licensed Physician.
  - A Medical Necessity.

General nursing care provided by the Hospital, Skilled Nursing Facility or Inpatient Rehabilitation Facility is not covered under this benefit.
9. **Physician's Visits.**  
Non-surgical Physician services when confined as an Inpatient.
10. **Pre-admission Testing.**  
Benefits are limited to routine tests such as:
  - Complete blood count.
  - Urinalysis.
  - Chest X-rays.



If otherwise payable under the Policy, major diagnostic procedures such as those listed below will be paid under the Hospital Miscellaneous benefit:

- CT scans.
- NMR's.
- Blood chemistries.

## **Outpatient**

11. **Surgery.**  
Physician's fees for outpatient surgery.
12. **Day Surgery Miscellaneous.**  
Facility charge and the charge for services and supplies in connection with outpatient day surgery; excluding non-scheduled surgery; and surgery performed in a Hospital emergency room; trauma center; Physician's office; or clinic.
13. **Assistant Surgeon Fees.**  
Assistant Surgeon Fees in connection with outpatient surgery.
14. **Anesthetist Services.**  
Professional services administered in connection with outpatient surgery.
15. **Physician's Visits.**  
Services provided in a Physician's office for the diagnosis and treatment of a Sickness or Injury. Benefits do not apply when related to surgery or Physiotherapy.  
  
Physician's Visits for preventive care are provided as specified under Preventive Care Services.
16. **Physiotherapy.**  
Includes but is not limited to the following rehabilitative services (including Habilitative Services):
  - Physical therapy.
  - Occupational therapy.
  - Cardiac rehabilitation therapy.
  - Manipulative treatment.
  - Speech therapy. Other than as provided for Habilitative Services, speech therapy will be paid only for the treatment of speech, language, voice, communication and auditory processing when the disorder results from Injury, trauma, stroke, surgery, cancer, or vocal nodules.
17. **Medical Emergency Expenses.**  
Only in connection with a Medical Emergency as defined. Benefits will be paid for:
  - The facility charge for use of the emergency room and supplies.  
All other Emergency Services received during the visit will be paid as specified in the Schedule of Benefits.
18. **Diagnostic X-ray Services.**  
Diagnostic X-rays are only those procedures identified in Physicians' Current Procedural Terminology (CPT) as codes 70000 - 79999 inclusive. X-ray services for preventive care are provided as specified under Preventive Care Services.
19. **Radiation Therapy.**  
See Schedule of Benefits.
20. **Laboratory Procedures.**  
Laboratory Procedures are only those procedures identified in Physicians' Current Procedural Terminology (CPT) as codes 80000 - 89999 inclusive. Laboratory procedures for preventive care are provided as specified under Preventive Care Services.
21. **Tests and Procedures.**  
Tests and procedures are those diagnostic services and medical procedures performed by a Physician but do not include:
  - Physician's Visits.

- Physiotherapy.
- X-rays.
- Laboratory Procedures.

The following therapies will be paid under the Tests and Procedures (Outpatient) benefit:

- Inhalation therapy.
- Infusion therapy.
- Pulmonary therapy.
- Respiratory therapy.
- Dialysis and hemodialysis.

Tests and Procedures for preventive care are provided as specified under Preventive Care Services.

22. **Injections.**

When administered in the Physician's office and charged on the Physician's statement. Immunizations for preventive care are provided as specified under Preventive Care Services.

23. **Chemotherapy.**

See Schedule of Benefits.

24. **Prescription Drugs.**

See Schedule of Benefits.

**Other**

25. **Ambulance Services.**

See Schedule of Benefits.

26. **Durable Medical Equipment.**

Durable Medical Equipment must be all of the following:

- Provided or prescribed by a Physician. A written prescription must accompany the claim when submitted.
- Primarily and customarily used to serve a medical purpose.
- Can withstand repeated use.
- Generally is not useful to a person in the absence of Injury or Sickness.
- Not consumable or disposable except as needed for the effective use of covered durable medical equipment.

For the purposes of this benefit, the following are considered durable medical equipment.

- Braces that stabilize an injured body part and braces to treat curvature of the spine.
- Orthotics (devices used for support of bones and joints) for the initial purchase and fitting and replacements of covered orthotics for Dependent Children when required due to growth. Foot orthotics are not covered unless as a result of diabetes.
- External prosthetic devices that replace a limb or body part but does not include any device that is fully implanted into the body.

If more than one piece of equipment or device can meet the Insured's functional need, benefits are available only for the equipment or device that meets the minimum specifications for the Insured's needs. Dental braces are not durable medical equipment and are not covered. Benefits for durable medical equipment are limited to the initial purchase or one replacement purchase per Policy Year. No benefits will be paid for rental charges in excess of purchase price.

27. **Consultant Physician Fees.**

Services provided on an Inpatient or outpatient basis.

28. **Dental Treatment.**

Dental treatment when services are performed by a Physician and limited to the following:

- Injury to Sound, Natural Teeth.
- Removal of bony, impacted teeth.

Routine dental care and treatment to the gums are not covered.

Pediatric dental benefits are provided in the Pediatric Dental Services provision.

See also Benefits for Dental Anesthesia.

29. **Mental Illness Treatment.**

Benefits will be paid for services received:

- On an Inpatient basis while confined to a Hospital including partial hospitalization/day treatment received at a Hospital.
- On an outpatient basis including intensive outpatient treatment.

See also Benefits for Serious Mental Illness.

30. **Substance Use Disorder Treatment.**

See Benefits for Alcoholism/Drug Abuse Dependency.

31. **Maternity.**

Same as any other Sickness.

Benefits will be paid for an inpatient stay of at least:

- 48 hours following a vaginal delivery.
- 96 hours following a cesarean section delivery.

If the mother agrees, the attending Physician may discharge the mother earlier than these minimum time frames.

See also Benefits for Post Partum Home Health Care.

32. **Complications of Pregnancy.**

Same as any other Sickness.

33. **Preventive Care Services.**

Medical services that have been demonstrated by clinical evidence to be safe and effective in either the early detection of disease or in the prevention of disease, have been proven to have a beneficial effect on health outcomes and are limited to the following as required under applicable law:

- Evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the *United States Preventive Services Task Force*.
- Immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention.
- With respect to infants, children, and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the *Health Resources and Services Administration*.
- With respect to women, such additional preventive care and screenings provided for in comprehensive guidelines supported by the *Health Resources and Services Administration*.

Required preventive care services are updated on an ongoing basis as guidelines and recommendations change. The complete list and current list of preventive care services covered under the health reform law can be found at: <https://www.healthcare.gov/what-are-my-preventive-care-benefits>. Current preventive care services are listed below.

Preventive care services for adults:

- Abdominal aortic aneurysm one-time screening for men of specified ages who have ever smoked.
- Alcohol misuse screening and counseling.
- Aspirin use to prevent cardiovascular disease and colorectal cancer for adults 50 to 59 years with a high cardiovascular risk.
- Blood pressure screening.
- Cholesterol screening for adults of certain ages or at higher risk.
- Colorectal cancer screening for adults 50 to 75.
- Depression screening for adults.
- Diabetes (Type 2) screening for adults 40 to 70 years who are overweight or obese.
- Diet counseling for adults at higher risk for chronic disease.
- Falls prevention (with exercise or physical therapy and vitamin D use) for adults 65 years and over, living in a community setting.

- Hepatitis B screening for people at high risk, including people from countries with 2% or more Hepatitis B prevalence, and U.S.-born people not vaccinated as infants and with at least one parent born in a region with 8% or more Hepatitis B prevalence.
- Hepatitis C screening for adults at increased risk, and one time for everyone born 1945 to 1965.
- HIV screening for everyone ages 15 to 65, and other ages at increased risk.
- Immunization vaccines for adults – doses, recommended ages, and recommended populations vary.
- Lung cancer screening for adults 55 to 80 at high risk for lung cancer because they're heavy smokers or have quit in the past 15 years.
- Obesity screening and counseling.
- Sexually transmitted infection (STI) prevention counseling for adults at higher risk.
- Skin cancer behavioral counseling up to age 24 for adults with fair skin types.
- Statin preventive medication for adults 40 to 75 at high risk.
- Syphilis screening for all adults at higher risk.
- Tobacco use screening for all adults and cessation interventions for tobacco users.
- Tuberculosis screening for certain adults without symptoms at high risk.

Preventive care services for women:

- Anemia screening on a routine basis for pregnant women.
- Breast cancer genetic test counseling (BRCA) for women at higher risk for breast cancer.
- Breast cancer mammography screenings every 1 to 2 years for women over 40.
- Breast cancer chemoprevention counseling for women at higher risk.
- Breastfeeding comprehensive support and counseling from trained providers, and access to breastfeeding supplies and equipment, for pregnant and nursing women.
- Cervical cancer screening.
- Chlamydia infection screening for younger women and other women at higher risk.
- Contraception: Food and Drug Administration-approved contraceptive methods, sterilization procedures, and patient education and counseling, as prescribed by a Physician for women with reproductive capacity (not including abortifacient drugs).
- Diabetes screening for women with a history of gestational diabetes who aren't currently pregnant and who haven't been diagnosed with type 2 diabetes before.
- Domestic and interpersonal violence screening and counseling for all women.
- Folic acid supplements for women who may become pregnant.
- Gestational diabetes screening for women 24 to 28 weeks pregnant and those at high risk of developing gestational diabetes.
- Gonorrhea screening for all women at higher risk.
- Hepatitis B screening for pregnant women at their first prenatal visit.
- HIV screening and counseling for sexually active women.
- Human papillomavirus (HPV) DNA test every 3 years for women with normal cytology results who are 30 or older.
- Osteoporosis screening for women over age 60 depending on risk factors.
- Preeclampsia prevention and screening for pregnant women with high blood pressure.
- Rh incompatibility screening for all pregnant women and follow-up testing for women at higher risk.
- Sexually transmitted infections screening and counseling for sexually active women.
- Syphilis screening for all pregnant women or other women at increased risk.
- Tobacco use screening and interventions for all women, and expanded intervention and counseling for pregnant tobacco users.
- Urinary incontinence screening.
- Urinary tract or other infection screening for pregnant women.
- Well-woman visits to get recommended services.

Preventive care services for children:

- Alcohol, tobacco, and drug use assessments for adolescents.
- Autism screening for children at 18 and 24 months.
- Behavioral assessments and measurements for children at the following ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years.
- Bilirubin concentration screening for newborns.

- Blood pressure screening for children at the following ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years.
- Blood screening for newborns.
- Cervical dysplasia screening for sexually active females.
- Depression screening for adolescents.
- Developmental screening for children under age 3.
- Dyslipidemia screening for all children once between 9 and 11 years and once between 17 and 21 years, and for children at higher risk of lipid disorders at the following ages: 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years.
- Fluoride chemoprevention supplements for children without fluoride in their water source.
- Fluoride varnish for all infants and children as soon as teeth are present.
- Gonorrhea prevention medication for the eyes of all newborns.
- Hearing screening for all newborns and for children once between 11 and 14 years, once between 17 and 17 years, and once between 18 and 21 years.
- Height, weight and body mass index (BMI) measurements for children at the following ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years.
- Hematocrit or hemoglobin screening for children.
- Hemoglobinopathies or sickle cell screening for newborns.
- Hepatitis B screening for adolescents at high risk, including adolescents from countries with 2% or more Hepatitis B prevalence, and U.S.-born adolescents not vaccinated as infants and with at least one parent born in a region with 8% or more Hepatitis B prevalence: 11 to 17 years of age.
- HIV screening for adolescents at higher risk.
- Hypothyroidism screening for newborns.
- Immunization vaccines for children from birth to age 18 – doses, recommended ages, and recommended populations vary.
- Iron supplements for children ages 6 to 12 months at risk for anemia.
- Lead screening for children at risk of exposure.
- Maternal depression screening for mothers of infants at 1, 2, 4, and 6 month visits.
- Medical history for all children throughout development at the following ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years.
- Obesity screening and counseling.
- Oral health risk assessment for young children ages: 0 to 11 months, 1 to 4 years, 5 to 10 years.
- Phenylketonuria (PKU) screening for this genetic disorder in newborns.
- Sexually transmitted infection (STI) prevention counseling and screening for adolescents at higher risk.
- Skin cancer behavioral counseling for ages 6 months to 24 years with fair skin types.
- Tuberculin testing for children at higher risk of tuberculosis at the following ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years.
- Vision screening for all children.

**Covered preventive care services may be subject to change as the USPSTF, ACIP/CDC and HRSA recommendations or guidelines are updated by the respective entities.** Please visit <https://www.healthcare.gov/coverage/preventive-care-benefits/> for a complete list of services provided for specific age and risk groups.

34. **Reconstructive Breast Surgery Following Mastectomy.**  
Same as any other Sickness and in connection with a covered mastectomy. See Benefits for Mastectomy.
35. **Diabetes Services.**  
Same as any other Sickness in connection with the treatment of diabetes. See Benefits for Management and Treatment of Diabetes.
36. **Home Health Care.**  
Services received from a licensed home health agency that are:
  - Ordered by a Physician.
  - Provided or supervised by a Registered Nurse in the Insured Person's home.
  - Pursuant to a home health plan.

Benefits will be paid only when provided on a part-time, intermittent schedule and when skilled care is required. One visit equals up to four hours of skilled care services.



37. **Hospice Care.**

When recommended by a Physician for an Insured Person that is terminally ill with a life expectancy of six months or less. All hospice care must be received from a licensed hospice agency.

Hospice care includes:

- Physical, psychological, social, and spiritual care for the terminally ill Insured.
- Short-term grief counseling for immediate family members while the Insured is receiving hospice care.

38. **Inpatient Rehabilitation Facility.**

Services received while confined as a full-time Inpatient in a licensed Inpatient Rehabilitation Facility. Confinement in the Inpatient Rehabilitation Facility must follow within 24 hours of, and be for the same or related cause(s) as, a period of Hospital Confinement or Skilled Nursing Facility confinement.

39. **Skilled Nursing Facility.**

Services received while confined as an Inpatient in a Skilled Nursing Facility for treatment rendered for one of the following:

- In lieu of Hospital Confinement as a full-time inpatient.
- Within 24 hours following a Hospital Confinement and for the same or related cause(s) as such Hospital Confinement.

40. **Urgent Care Center.**

Benefits are limited to:

- The facility or clinic fee billed by the Urgent Care Center.

All other services rendered during the visit will be paid as specified in the Schedule of Benefits.

41. **Hospital Outpatient Facility or Clinic.**

Benefits are limited to:

- The facility or clinic fee billed by the Hospital.

All other services rendered during the visit will be paid as specified in the Schedule of Benefits.

42. **Approved Clinical Trials.**

Routine Patient Care Costs incurred while taking part in an Approved Clinical Trial for the treatment of cancer or other Life-threatening Condition. The Insured Person must be clinically eligible for participation in the Approved Clinical Trial according to the trial protocol and either: 1) the referring Physician is a participating health care provider in the trial and has concluded that the Insured's participation would be appropriate; or 2) the Insured provides medical and scientific evidence information establishing that the Insured's participation would be appropriate.

"Routine patient care costs" means Covered Medical Expenses which are typically provided absent a clinical trial and not otherwise excluded under the Policy. Routine patient care costs do not include:

- The experimental or investigational item, device or service, itself.
- Items and services provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient.
- A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

"Life-threatening condition" means any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

"Approved clinical trial" means a phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or condition and is described in any of the following:

- Federally funded trials. The study or investigation is approved or funded (which may include funding through in-kind contributions) by one or more of the following:
  - National Institutes of Health (NIH). (Includes National Cancer Institute (NCI).)
  - Centers for Disease Control and Prevention (CDC).
  - Agency for Healthcare Research and Quality (AHRQ).
  - Centers for Medicare and Medicaid Services (CMS).
  - A cooperative group or center of any of the entities described above or the Department of Defense (DOD) or the Veterans Administration (VA).

- A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.
- The Department of Veterans Affairs, the Department of Defense or the Department of Energy if the study or investigation has been reviewed and approved through a system of peer review. The peer review system is determined by the Secretary of Health and Human Services to meet both of the following criteria:
  - Comparable to the system of peer review of studies and investigations used by the National Institutes of Health.
  - Ensures unbiased review of the highest scientific standards by qualified individuals who have no interest in the outcome of the review.
- The study or investigation is conducted under an investigational new drug application reviewed by the Food and Drug Administration.
- The study or investigation is a drug trial that is exempt from having such an investigational new drug application.

**43. Transplantation Services.**

Same as any other Sickness for organ or tissue transplants when ordered by a Physician. Benefits are available when the transplant meets the definition of a Covered Medical Expense.

Donor costs that are directly related to organ removal are Covered Medical Expenses for which benefits are payable through the Insured organ recipient's coverage under the Policy. Benefits payable for the donor will be secondary to any other insurance plan, service plan, self-funded group plan, or any government plan that does not require the Policy to be primary.

No benefits are payable for transplants which are considered an Elective Surgery or Elective Treatment (as defined) and transplants involving permanent mechanical or animal organs.

Travel expenses are not covered. Health services connected with the removal of an organ or tissue from an Insured Person for purposes of a transplant to another person are not covered.

**44. Pediatric Dental and Vision Services.**

Benefits are payable as specified in the attached Pediatric Dental Services Benefits and Pediatric Vision Care Services Benefits endorsements.

**45. Genetic Testing**

Benefits for genetic testing and counseling are limited to determine if the Insured Person has a specific disease that is a result of family history or exposure to environmental factors that are known to cause physical or mental disorders. The genetic test is eligible when the genetic test is ordered by a Physician and is determined to be Medically Necessary for the purpose of:

- Diagnosis.
- Screening.
- Predicting the course of a disease.
- Judging the response to a therapy.
- Examining the risk for a disease.
- Reproductive decision-making.

**46. Infertility.**

Benefits are limited to the promotion of fertilization of an Insured female recipient's own ova (eggs) by the introduction of mature sperm from partner or donor into the recipient's vagina or uterus, with accompanying:

- Simple sperm preparation.
- Sperm washing.
- Thawing.

## **Section 7: Mandated Benefits**

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### **BENEFITS FOR SERIOUS MENTAL ILLNESS**

Benefits will be paid the same as any other Mental Illness for treatment of Serious Mental Illness.

"Serious Mental Illness" means any of the following mental illnesses as defined by the American Psychiatric Association in the most recent edition of the diagnostic and Statistical Manual:

1. Schizophrenia;

2. Bipolar disorder;
3. Obsessive-compulsive disorder;
4. Major depressive disorder;
5. Panic disorder;
6. Anorexia nervosa;
7. Bulimia nervosa;
8. Schizo-affective disorder;
9. Delusional disorder

Benefits are subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

#### **BENEFITS FOR ALCOHOL/DRUG ABUSE AND DEPENDENCY TREATMENT**

Benefits will be provided for treatment of Alcohol or Drug Abuse and dependency as specified in the Policy Schedule of Benefits for Substance Use Disorder Treatment and subject to the following:

**Inpatient detoxification** will be provided in a Hospital or in an inpatient non-hospital facility which has a written affiliation agreement with a Hospital for emergency, medical and psychiatric or psychological support services, meets minimum standards for client-to-staff ratios and staff qualifications that are established by the Department of Health and is licensed as an alcoholism and/or drug addiction treatment program. The following services are covered under inpatient detoxification:

1. Lodging and dietary services.
2. Physician, psychologist, nurse, certified addictions counselor and trained staff services.
3. Diagnostic X-ray.
4. Psychiatric, psychological and medical laboratory testing.
5. Drugs, medicines, equipment use and supplies.

**Non-Hospital residential care** will be provided in a facility that meets Department of Health minimum drug and alcohol standards for client-to-staff ratios and staff qualifications that are established by the Office of Drug and Alcohol programs and is appropriately licensed by the Department of Health as an alcoholism or drug addiction treatment program. Insureds must be referred to the program by a Physician. The following services are covered under residential care:

1. Lodging and dietary service.
2. Physician, psychologist, nurse, certified addictions counselor and trained staff services.
3. Rehabilitation therapy and counseling.
4. Family counseling and intervention.
5. Psychiatric, psychological and medical laboratory tests.
6. Drugs, medicines, equipment use and supplies.

**Outpatient care** shall be provided in a facility appropriately licensed by the Department of Health as an alcoholism or drug addiction treatment program. Before an Insured may qualify to receive benefits under this section, a licensed Physician or licensed psychologist must certify the Insured as a person suffering from alcohol or other drug abuse or dependency and refer the Insured for the appropriate treatment. The following services shall be provided:

1. Physician, psychologist, nurse, certified addictions counselor and trained staff services.
2. Rehabilitation therapy and counseling.
3. Family counseling and intervention.
4. Psychiatric, psychological and medical laboratory tests.
5. Drugs, medicines, equipment use and supplies.

#### **Definitions:**

"Alcohol or Drug Abuse" means any use of alcohol or other drugs which produces a pattern of pathological use causing impairment in social or occupational functioning or which produces physiological dependency evidenced by physical tolerance or withdrawal.

"Detoxification" means the process whereby an alcohol-intoxicated or drug-intoxicated person is assisted, in a facility licensed by the Department of Health, through the period of time necessary to eliminate, by metabolic or other means, the intoxicating alcohol or other drugs, alcohol and other drug dependency factors or alcohol in combination with drugs as determined by a licensed Physician, while keeping the physiological risk to the patient at a minimum.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.



### **BENEFITS FOR MANAGEMENT AND TREATMENT OF DIABETES**

Benefits will be paid the same as any other Sickness for the equipment, supplies and outpatient self-management training and education, including medical nutrition therapy for the treatment of insulin-dependent diabetes, insulin-using diabetes, gestational diabetes and noninsulin-using if prescribed by a Physician legally authorized to prescribe such items under law.

Benefits shall be provided for equipment and supplies including the following: blood glucose monitors, monitor supplies, insulin, injection aids, syringes, insulin infusion devices, pharmacological agents for controlling blood sugar and orthotics.

Diabetes outpatient self-management training and education shall be provided under the supervision of a licensed Physician with expertise in diabetes to ensure that persons with diabetes are educated as to the proper self-management and treatment of their diabetes, including information on proper diets. Coverage for self-management education and education relating to diet and prescribed by a licensed Physician shall include:

1. Visits Medically Necessary upon the diagnosis of diabetes.
2. Visits under circumstances whereby a Physician identifies or diagnoses a significant change in the patient's symptoms or conditions that necessitates changes in a patient's self-management.
3. Where a new medication or therapeutic process relating to the person's treatment and/or management of diabetes has been identified as Medically Necessary by a licensed Physician.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

### **BENEFITS FOR POST PARTUM HOME HEALTH CARE**

Benefits will be paid the same as any other Sickness for at least one home health care visit within 48 hours after discharge from inpatient care when discharge occurs prior to the time of 48 hours of inpatient care following a normal vaginal delivery and 96 hours of inpatient care following a cesarean delivery. Such visits shall be made by a Physician whose scope of practice includes post partum care. Home health care visits shall include parent education, assistance and training in breast and bottle feeding, infant screening and clinical tests and the performance of any necessary maternal and neonatal physical assessments. At the mother's sole discretion, any visits may occur at the facility of the provider.

The policy Deductible, Copayment, Coinsurance will not be applied to this benefit. Benefits shall be subject to all other limitations or any other provisions of the Policy.

### **BENEFITS FOR WOMEN'S PREVENTIVE HEALTH SERVICES**

Benefits will be paid the same as any other Sickness for: 1) an annual gynecological examination, including a pelvic examination and clinical breast examination; and 2) routine pap smears in accordance with the recommendations of the American College of Obstetricians and Gynecologists.

The policy Deductible and dollar limitations will not be applied to this benefit. Benefits shall be subject to Copayment, Coinsurance, limitations, or any other provisions of the Policy.

### **BENEFITS FOR MAMMOGRAPHIC EXAMINATIONS AND DIAGNOSTIC BREAST IMAGING**

Benefits will be provided for screening mammographic examinations and diagnostic breast imaging as specified below.

Benefits for a screening mammographic examination include all costs associated with a screening mammographic examination once per year for an Insured 40 years of age or older, with any screening mammogram based on a Physician's recommendation for an Insured under 40 years of age. Benefits shall be subject to all Deductible, Copayment, limitations, or any other provisions of the Policy except as preempted by Federal Law.

Benefits will be paid the same as any other Sickness for diagnostic breast imaging. Benefits include supplemental magnetic resonance imaging, or, if such imaging is not possible, ultrasound if recommended by the treating Physician because the Insured is believed to be at an increased risk of breast cancer due to:

1. Personal history of atypical breast histologies.
2. Personal history or family history of breast cancer.
3. Genetic predisposition for breast cancer.
4. Prior therapeutic thoracic radiation therapy.
5. Heterogeneously dense breast tissue based on breast composition categories of the Breast Imaging and Reporting Data System established by the American College of Radiology with any one of the following risk factors:

- Lifetime risk of breast cancer of greater than 20%, according to risk assessment tools based on family history.
  - Personal history of BRCA1 or BRCA2 gene mutations.
  - First-degree relative with BRCA1 or BRCA2 gene mutation but not having had genetic testing herself.
  - Prior therapeutic thoracic radiation therapy between 10 and 30 years of age.
  - Personal history of Li-Fraumeni syndrome, Cowden syndrome or Bannayan-Riley-Ruvalcaba syndrome or a first-degree relative with one of these syndromes.
6. Extremely dense breast tissue based on breast composition categories of the Breast Imaging and Reporting Data System established by the American College of Radiology.

Benefits for diagnostic breast imaging shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

#### **BENEFITS FOR MASTECTOMY**

Benefits will be paid the same as any other Sickness for inpatient care following a Mastectomy for the length of stay that the treating Physician determines is necessary to meet generally accepted criteria for safe discharge.

Benefits will be paid the same as any other Sickness for a home health care visit that the treating Physician determines is necessary within forty-eight (48) hours after discharge when the discharge occurs within forty-eight (48) hours following admission for the Mastectomy.

Benefits will be paid the same as any other Sickness for Prosthetic Devices, physical complications including lymphedemas, and Reconstructive Surgery incident to any Mastectomy in a manner determined in consultation with the attending Physician and the Insured Person.

Mastectomy means the removal of all or part of the breast for medically necessary reasons, as determined by a licensed Physician. Prosthetic devices means the use of initial and subsequent artificial devices to replace the removed breast or portions thereof, pursuant to an order of the Insured's Physician.

Reconstructive surgery means a surgical procedure performed on one breast or both breasts following a Mastectomy, as determined by the treating Physician, to reestablish symmetry between the two breasts or alleviate functional impairment caused by the Mastectomy. Reconstructive surgery shall include, but is not limited to, augmentation mammoplasty, reduction mammoplasty and mastopexy. Symmetry between breasts means approximate equality in size and shape of the nondiseased breast with the diseased breast after definitive reconstructive surgery on the diseased or nondiseased breast has been performed.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

#### **BENEFITS FOR COLORECTAL CANCER SCREENING**

Benefits will be paid the same as any other Sickness for a medically recognized screening examination for the detection of colorectal cancer for an Insured age 50 years of age or older and at normal risk for developing colon cancer. Benefits shall include, but not be limited to:

1. A fecal occult blood test performed annually.
2. A flexible sigmoidoscopy and a screening barium enema every five years.
3. A colonoscopy performed every 10 years.

Benefits for an Insured at high risk for colorectal cancer shall include but not be limited to: colorectal cancer screening examinations and laboratory tests as recommended by the treating Physician.

Benefits for a nonsymptomatic Insured who is at a high or increased risk for colorectal cancer and who is under fifty years of age shall include but not be limited to: a colonoscopy, sigmoidoscopy, or any combination of colorectal cancer screening tests in accordance with the American Cancer Society guidelines on screening for colorectal cancer published as of January 1, 2008.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

## BENEFITS FOR AUTISM SPECTRUM DISORDERS

Benefits will be paid the same as any other Mental Illness for the diagnostic assessment and treatment of Autism Spectrum Disorders.

"Autism Spectrum Disorders" means any of the pervasive developmental disorders defined by the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM), or its successor, including autistic disorder, Asperger's disorder and pervasive developmental disorder not otherwise specified.

For Insured Persons under the age twenty-one, treatment of Autism Spectrum Disorders will not be subject to any limits on the number of visits to an autism service provider. All treatment must be identified in a treatment plan and may include Medically Necessary Pharmacy Care, Psychiatric Care, Psychological Care, Rehabilitative Care and Therapeutic Care that is:

1. Prescribed, ordered, or provided by a licensed Physician, licensed physician assistant, licensed psychologist, licensed clinical social worker, or certified registered nurse practitioner.
2. Provided by an Autism Service Provider.
3. Provided by a person, entity, or group that works under the direction of an Autism Service Provider.

"Applied behavioral analysis" means the design, implementation, and evaluation of environmental modifications, using behavioral stimuli and consequences, to produce socially significant improvement in human behavior or to prevent loss of attained skill or function, including the use of direct observation, measurement and functional analysis of the relations between environment and behavior.

"Autism service provider" means any person, entity, or group providing treatment of Autism Spectrum Disorders, pursuant to a treatment plan, that is licensed or certified in the Commonwealth of Pennsylvania or enrolled in the Commonwealth's medical assistance program.

"Pharmacy care" means medications prescribed by a licensed Physician, licensed physician assistant, or certified registered nurse practitioner and any assessment, evaluation, or test prescribed or ordered by a licensed Physician, licensed physician assistant, or certified registered nurse practitioner to determine the need or effectiveness of such medications.

"Psychiatric care" means direct or consultative services provided by a Physician who specializes in psychiatry.

"Psychological care" means direct or consultative services provided by a psychologist.

"Rehabilitative care" means professional services and treatment programs, including Applied Behavioral Analysis, provided by an Autism Services Provider to produce socially significant improvements in human behavior or to prevent loss of attained skill or function.

"Therapeutic care" means services provided by speech language pathologists, occupational therapists, or physical therapists.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

## BENEFITS FOR CHILDHOOD IMMUNIZATIONS

Benefits will be paid the same as any other Sickness for an Insured Person who is under 21 years of age for those childhood immunizations, including the immunizing agents, which as determined by the Department of Health conform with the standards of the (Advisory Committee on Immunization Practices of the Center for Disease Control) U.S. Department of Health and Human Services. The benefit will provide coverage for the cost of the immunization, up to 150% of the average wholesale price (AWP), which, as determined by the Department of Health, conform with the standards of the Advisory Committee on Immunization Practices of the Center for Disease Control, the United States Department of Health and Human Services.

The policy Deductible and dollar limitations will not be applied to this benefit. Benefits shall be subject to Copayment, Coinsurance, limitations, or any other provisions of the Policy.

### **BENEFITS FOR MEDICAL FOODS**

Benefits will be paid the same as any other Sickness for the cost of nutritional supplements (formulas) as Medically Necessary for the therapeutic treatment of Phenylketonuria (PKU), branched-chain ketonuria, galactosemia and homocystinuria.

Benefits will also be paid for the Usual and Customary Charges of Medically Necessary amino acid-based elemental medical formula ordered for infants and children by a Physician and administered orally or enterally for food protein allergies, food protein-induced enterocolitis syndrome, eosinophilic disorders, and short-bowel syndrome. An amino acid-based elemental formula covered under this benefit is a formula made of 100% free amino acids as the protein source.

Benefits shall be subject to all Copayment, Coinsurance, limitations, or any other provisions of the Policy. The Policy Deductible will not be applied to this benefit.

### **BENEFITS FOR NEWBORN INFANTS**

Newborn Infants will be covered under the Policy for the first 31 days after birth. Coverage for such a child will be for Injury or Sickness, including medically diagnosed congenital defects, birth abnormalities, prematurity and nursery care; benefits will be the same as for the Insured Person who is the child's parent.

The Insured will have the right to continue such coverage for the child beyond the first 31 days.

### **BENEFITS FOR DENTAL ANESTHESIA**

Benefits will be paid the same as any other Sickness for General Anesthesia and Associated Medical Costs related to Dental Care provided to an Insured who is seven years of age or younger or developmentally disabled and for whom a successful result cannot be expected for treatment under local anesthesia and for whom a superior result can be expected for treatment under General Anesthesia.

"Associated medical costs" means hospitalization and all related medical expenses normally incurred as a result of the administration of general anesthesia.

"Dental care" means the diagnosis, treatment planning, and implementation of services directed at the prevention and treatment of disease, conditions, and dysfunctions relating to the oral cavity and its associated structures and their impact on the human body or the implementation of professional dental care provided to dental patients by a legally qualified dentist or Physician operating within the scope of the dentist's or Physician's training and licensure.

"General anesthesia" means a controlled state of unconsciousness, including deep sedation, that is produced by a pharmacologic method, a nonpharmacologic method, or a combination of both, and that is accompanied by a complete or partial loss of protective reflexes that include the patient's inability to maintain an airway independently and to respond purposefully to physical stimulation or verbal command.

Benefits are not provided for Dental Care for which the General Anesthesia is provided. Benefits shall not apply to General Anesthesia for Dental Care rendered for the treatment of temporomandibular joint disorders.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

### **BENEFITS FOR ORALLY ADMINISTERED ANTICANCER MEDICATIONS**

Benefits will be paid for orally administered anticancer medication prescribed for cancer treatment to kill or slow the growth of cancerous cells on a basis no less favorable than intravenously administered or injected cancer medications.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

## **Section 8: Coordination of Benefits Provision**

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Benefits will be coordinated with any other eligible medical, surgical, or hospital Plan or coverage so that combined payments under all programs will not exceed 100% of Allowable Expenses incurred for covered services and supplies.



## Definitions

1. **Allowable Expenses:** Any health care expense, including Coinsurance, or Copays and without reduction for any applicable Deductible that is covered in full or in part by any of the Plans covering the Insured Person. If a Plan is advised by an Insured Person that all Plans covering the Insured Person are high-deductible health Plans and the Insured Person intends to contribute to a health savings account established in accordance with section 223 of the Internal Revenue Code of 1986, the primary high-deductible health Plan's deductible is not an allowable expense, except for any health care expense incurred that may not be subject to the deductible as described in s 223(c)(2)(C) of the Internal Revenue Code of 1986. If a Plan provides benefits in the form of services, the reasonable cash value of each service is considered an allowable expense and a benefit paid. An expense or service or a portion of an expense or service that is not covered by any of the Plans is not an allowable expense. Any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging an Insured Person is not an allowable expense. Expenses that are not allowable include all of the following.
  - The difference between the cost of a semi-private hospital room and a private hospital room, unless one of the Plans provides coverage for private hospital rooms.
  - For Plans that compute benefit payments on the basis of usual and customary fees or relative value schedule reimbursement or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specified benefit.
  - For Plans that provide benefits or services on the basis of negotiated fees, any amount in excess of the highest of the negotiated fees.
  - If one Plan calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement or other similar reimbursement methodology and another Plan calculates its benefits or services on the basis of negotiated fees, the Primary Plan's payment arrangement shall be the Allowable Expense for all Plans. However, if the provider has contracted with the Secondary Plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the Primary Plan's payment arrangement and if the provider's contract permits, that negotiated fee or payment shall be the allowable expense used by the Secondary Plan to determine its benefits.

The amount of any benefit reduction by the Primary Plan because an Insured Person has failed to comply with the Plan provisions is not an Allowable Expense. Examples of these types of Plan provisions include second surgical opinions, precertification of admission, and preferred provider arrangements.

2. **Plan:** A form of coverage with which coordination is allowed.

Plan includes all of the following:

- Group insurance contracts and subscriber contracts.
- Uninsured arrangements of group or group-type coverage.
- Group coverage through closed panel Plans.
- Group-type contracts, including blanket contracts.
- The medical care components of long-term care contracts, such as skilled nursing care.
- The medical benefits coverage in automobile no fault and traditional automobile fault type contracts.
- Medicare or other governmental benefits, as permitted by law, except for Medicare supplement coverage. That part of the definition of Plan may be limited to the hospital, medical, and surgical benefits of the governmental program.

Plan does not include any of the following:

- Hospital indemnity coverage benefits or other fixed indemnity coverage.
- Accident only coverage.
- Limited benefit health coverage as defined by state law.
- Specified disease or specified accident coverage.
- School accident-type coverages that cover students for accidents only, including athletic injuries, either on a twenty four hour basis or on a "to and from school" basis;
- Benefits provided in long term care insurance policies for non-medical services, for example, personal care, adult day care, homemaker services, assistance with activities of daily living, respite care, and custodial care or for contracts that pay a fixed daily benefit without regard to expenses incurred or the receipt of services.
- Medicare supplement policies.
- State Plans under Medicaid.
- A governmental Plan, which, by law, provides benefits that are in excess of those of any private insurance Plan or other nongovernmental Plan.
- An Individual Health Insurance Contract.

3. **Primary Plan:** A Plan whose benefits for a person's health care coverage must be determined without taking the existence of any other Plan into consideration. A Plan is a Primary Plan if: 1) the Plan either has no order of benefit determination rules or its rules differ from those outlined in this Coordination of Benefits Provision; or 2) all Plans that cover the Insured Person use the order of benefit determination rules and under those rules the Plan determines its benefits first.
4. **Secondary Plan:** A Plan that is not the Primary Plan.
5. **We, Us or Our:** The Company named in the Policy.

**Rules for Coordination of Benefits** - When an Insured Person is covered by two or more Plans, the rules for determining the order of benefit payments are outlined below.

The Primary Plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any other Plan.

If an Insured is covered by more than one Secondary Plan, the Order of Benefit Determination rules in this provision shall decide the order in which the Secondary Plan's benefits are determined in relation to each other. Each Secondary Plan shall take into consideration the benefits of the Primary Plan or Plans and the benefits of any other Plans, which has its benefits determined before those of that Secondary Plan.

A Plan that does not contain a coordination of benefits provision that is consistent with this provision is always primary unless the provisions of both Plans state that the complying Plan is primary. This does not apply to coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base Plan hospital and surgical benefits, and insurance type coverages that are written in connection with a closed panel Plan to provide out of network benefits.

If the Primary Plan is a closed panel Plan and the Secondary Plan is not a closed panel Plan, the Secondary Plan shall pay or provide benefits as if it were the Primary Plan when an Insured Person uses a non-panel provider, except for emergency services or authorized referrals that are paid or provided by the Primary Plan.

A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.

**Order of Benefit Determination** - Each Plan determines its order of benefits using the first of the following rules that apply:

1. **Non-Dependent/Dependent.** The benefits of the Plan which covers the person as an employee, member or subscriber are determined before those of the Plan which covers the person as a Dependent. If the person is a Medicare beneficiary, and, as a result of the provisions of Title XVII of the Social Security Act and implementing regulations, Medicare is both (i) secondary to the Plan covering the person as a dependent; and (ii) primary to the Plan covering the person as other than a dependent, then the order of benefit is reversed. The Plan covering the person as an employee, member, subscriber, policyholder or retiree is the Secondary Plan and the other Plan covering the person as a dependent is the Primary Plan.
2. **Dependent Child/Parents Married or Living Together.** When this Plan and another Plan cover the same child as a Dependent of different persons, called "parents" who are married or are living together whether or not they have ever been married:
  - the benefits of the Plan of the parent whose birthday falls earlier in a year exclusive of year of birth are determined before those of the Plan of the parent whose birthday falls later in that year.
  - However, if both parents have the same birthday, the benefits of the Plan which covered the parent longer are determined before those of the Plan which covered the other parent for a shorter period of time.
3. **Dependent Child/Parents Divorced, Separated or Not Living Together.** If two or more Plans cover a person as a Dependent child of parents who are divorced or separated or are not living together, whether or not they have ever been married, benefits for the child are determined in this order:

If the specific terms of a court decree state that one of the parents is responsible for the health care services or expenses of the child and that Plan has actual knowledge of those terms, that Plan is Primary. If the parent with financial responsibility has no coverage for the child's health care services or expenses, but that parent's spouse does, the spouse's Plan is the Primary Plan. This item shall not apply with respect to any Plan year during which benefits are paid or provided before the entity has actual knowledge of the court decree provision.

If a court decree states that both parents are responsible for the child's health care expenses or coverage, the order of benefit shall be determined in accordance with part (2).

If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or coverage of the child, the order of benefits shall be determined in accordance with the rules in part (2).

If there is no court decree allocating responsibility for the child's health care expenses or coverage, the order of benefits are as follows:

- First, the Plan of the parent with custody of the child.
- Then the Plan of the spouse of the parent with the custody of the child.
- The Plan of the parent not having custody of the child.
- Finally, the Plan of the spouse of the parent not having custody of the child.

4. **Dependent Child/Non-Parental Coverage.** If a Dependent child is covered under more than one Plan of individuals who are not the parents of the child, the order of benefits shall be determined, as applicable, as if those individuals were parents of the child.
5. **Active/Inactive Employee.** The benefits of a Plan which covers a person as an employee who is neither laid off nor retired (or as that employee's Dependent) are determined before those of a Plan which covers that person as a laid off or retired employee (or as that employee's Dependent). If the other Plan does not have this rule, and if, as a result, the Plans do not agree on the order of benefits, this rule is ignored.
6. **COBRA or State Continuation Coverage.** If a person whose coverage is provided under COBRA or under a right of continuation pursuant to federal or state law also is covered under another Plan, the following shall be the order of benefit determination:
  - First, the benefits of a Plan covering the person as an employee, member or subscriber or as that person's Dependent.
  - Second, the benefits under the COBRA or continuation coverage.
  - If the other Plan does not have the rule described here and if, as a result, the Plans do not agree on the order of benefits, this rule is ignored.
7. **Longer/Shorter Length of Coverage.** If none of the above rules determines the order of benefits, the benefits of the Plan which covered an employee, member or subscriber longer are determined before those of the Plan which covered that person for the shorter time.

If none of the provisions stated above determine the Primary Plan, the Allowable Expenses shall be shared equally between the Plans.

**Effect on Benefits** - When Our Plan is secondary, We may reduce Our benefits so that the total benefits paid or provided by all Plans during a plan year are not more than the total Allowable Expenses. In determining the amount to be paid for any claim, the Secondary Plan will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to the Allowable Expense under its Plan that is unpaid by the Primary Plan. The Secondary Plan may then reduce its payment by the amount so that, when combined with the amount paid by the Primary Plan, the total benefits paid or provided by all Plans for the claim do not exceed the total Allowable Expense for that claim. In addition, the Secondary Plan shall credit to its Plan Deductible any amounts it would have credited to its Deductible in the absence of other health care coverage.

**Right to Recovery and Release of Necessary Information** - For the purpose of determining applicability of and implementing the terms of this provision, We may, without further consent or notice, release to or obtain from any other insurance company or organization any information, with respect to any person, necessary for such purposes. Any person claiming benefits under Our coverage shall give Us the information We need to implement this provision. We will give notice of this exchange of claim and benefit information to the Insured Person when any claim is filed.

**Facility of Payment and Recovery** - Whenever payments which should have been made under our coverage have been made under any other Plans, We shall have the right to pay over to any organizations that made such other payments, any amounts that are needed in order to satisfy the intent of this provision. Any amounts so paid will be deemed to be benefits paid under Our coverage. To the extent of such payments, We will be fully discharged from Our liability.

Whenever We have made payments with respect to Allowable Expenses in total amount at any time, which are more than the maximum amount of payment needed at that time to satisfy the intent of this provision, We may recover such excess payments. Such excess payments may be received from among one or more of the following, as We determine: any persons to or for or with respect to whom such payments were made, any other insurers, service plans or any other organizations.

## **Section 9: Accidental Death and Dismemberment Benefits**

### **Loss of Life, Limb or Sight**

If such Injury shall independently of all other causes result in any one of the following specific losses, the Company will pay the applicable amount below in addition to payment under the Medical Expense Benefits.

#### **For Loss Of**

Life	\$10,000.00
Two or More Members	\$10,000.00
One Member	\$ 5,000.00
Thumb or Index Finger	\$ 2,500.00

Member means hand, arm, foot, leg, or eye. Loss shall mean with regard to hands or arms and feet or legs, dismemberment by severance at or above the wrist or ankle joint; with regard to eyes, entire and irrecoverable loss of sight. Only one specific loss (the greater) resulting from any one Injury will be paid.

## **Section 10: University Health Center (University Park Campus Only) Referral Required**

### **STUDENTS AT UNIVERSITY PARK CAMPUS ONLY OUTPATIENT SERVICES ONLY**

The student and Spouse must use the services of the University Park Student Health Center first where outpatient treatment will be administered or referral issued. Expenses incurred for medical treatment rendered outside of the University Park Student Health Center for which no prior approval or referral is obtained are excluded from coverage. A referral issued by the University Park Student Health Center must accompany the claim when submitted. Only one referral is required for each Injury or Sickness per Policy Year.

A University Park Student Health Service referral for outside care is not necessary only under any of the following conditions:

1. Medical Emergency. The student must return to University Park Student Health Center for necessary follow-up care.
2. When the University Park Student Health Center is closed.
3. When service is rendered at another facility during break or vacation periods.
4. Medical care received when the student is more than 25 miles from University Park Student Health Center.
5. Medical care obtained when a student is no longer able to use the University Park Student Health Center due to a change in student status.
6. Maternity, obstetrical and gynecological care.
7. Mental Illness treatment and Substance Use Disorder treatment.

Dependent children are exempt from the above limitations and requirements.

## **Section 11: Definitions**

**ADOPTED CHILD** means the adopted child placed with an Insured while that person is covered under the Policy. Such child will be covered from the moment of placement for the first 31 days. The Insured must notify the Company, in writing, of the adopted child not more than 30 days after placement or adoption.

In the case of a newborn adopted child, coverage begins at the moment of birth if a written agreement to adopt such child has been entered into by the Insured prior to the birth of the child, whether or not the agreement is enforceable. However, coverage will not continue to be provided for an adopted child who is not ultimately placed in the Insured's residence.

The Insured will have the right to continue such coverage for the child beyond the first 31 days. To continue the coverage the Insured must, within the 31 days after the child's date of placement: 1) apply to us; and 2) pay the required additional premium, if any, for the continued coverage. If the Insured does not use this right as stated here, all coverage as to that child will terminate at the end of the first 31 days after the child's date of placement.

**COINSURANCE** means the percentage of Covered Medical Expenses that the Company pays.

**COMPLICATION OF PREGNANCY** means:



1. Conditions requiring medical treatment prior or subsequent to the termination of pregnancy whose diagnoses are distinct from pregnancy but which are adversely affected by pregnancy or caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion, disease of the vascular hemopoietic, nervous, or endocrine systems, and similar medical and surgical conditions of comparable severity; but will not include false labor, occasional spotting, Physician prescribed rest during the period of pregnancy, morning sickness and similar conditions associated with the management of a difficult pregnancy not constituting a classifiably distinct complication of pregnancy.
2. Hyperemesis gravidarum and pre-eclampsia requiring Hospital Confinement, ectopic pregnancy which is terminated, and spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible.
3. Conditions requiring medical treatment after the termination of pregnancy whose diagnoses are distinct from pregnancy but which are adversely affected by pregnancy or caused by pregnancy.

**CONGENITAL CONDITION** means a medical condition or physical anomaly arising from a defect existing at birth.

**COPAY/COPAYMENT** means a specified dollar amount that the Insured is required to pay for certain Covered Medical Expenses.

**COVERED MEDICAL EXPENSES** means reasonable charges which are: 1) not in excess of Usual and Customary Charges; 2) not in excess of the Preferred Allowance when the Policy includes Preferred Provider benefits and the charges are received from a Preferred Provider; 3) not in excess of the maximum benefit amount payable per service as specified in the Schedule of Benefits; 4) made for services and supplies not excluded under the Policy; 5) made for services and supplies which are a Medical Necessity; 6) made for services included in the Schedule of Benefits; and 7) in excess of the amount stated as a Deductible, if any.

Covered Medical Expenses will be deemed "incurred" only: 1) when the covered services are provided; and 2) when a charge is made to the Insured Person for such services.

**CUSTODIAL CARE** means services that are any of the following:

1. Non-health related services, such as assistance in activities.
2. Health-related services that are provided for the primary purpose of meeting the personal needs of the patient or maintaining a level of function (even if the specific services are considered to be skilled services), as opposed to improving that function to an extent that might allow for a more independent existence.
3. Services that do not require continued administration by trained medical personnel in order to be delivered safely and effectively.

**DEDUCTIBLE** means if an amount is stated in the Schedule of Benefits or any endorsement to the Policy as a deductible, it shall mean an amount to be subtracted from the amount or amounts otherwise payable as Covered Medical Expenses before payment of any benefit is made. The deductible will apply as specified in the Schedule of Benefits.

**DEPENDENT** means the legal spouse of the Named Insured and their dependent children. Children shall cease to be dependent at the end of the month in which they attain the age of 26 years.

The attainment of the limiting age will not operate to terminate the coverage of such child while the child is and continues to be both:

1. Incapable of self-sustaining employment by reason of mental retardation or physical handicap.
2. Chiefly dependent upon the Insured Person for support and maintenance.

Proof of such incapacity and dependency shall be furnished to the Company: 1) by the Named Insured; and, 2) within 31 days of the child's attainment of the limiting age. Subsequently, such proof must be given to the Company annually following the child's attainment of the limiting age.

If a claim is denied under the Policy because the child has attained the limiting age for dependent children, the burden is on the Insured Person to establish that the child is and continues to be handicapped as defined by subsections (1) and (2).

**ELECTIVE SURGERY OR ELECTIVE TREATMENT** means those health care services or supplies that do not meet the health care need for a Sickness or Injury. Elective surgery or elective treatment includes any service, treatment or supplies that: 1) are deemed by the Company to be research or experimental; or 2) are not recognized and generally accepted medical practices in the United States.

**EMERGENCY SERVICES** means with respect to a Medical Emergency:

1. A medical screening examination that is within the capability of the emergency department of a Hospital, including ancillary services routinely available to the emergency department to evaluate such emergency medical condition; and
2. Such further medical examination and treatment to stabilize the patient to the extent they are within the capabilities of the staff and facilities available at the Hospital.

**HABILITATIVE SERVICES** means health care services that help a person keep, learn, or improve skills and functions for daily living when administered by a Physician pursuant to a treatment plan. Habilitative services include occupational therapy, physical therapy, speech therapy, and other services for people with disabilities.

Habilitative services do not include Elective Surgery or Elective Treatment or services that are solely educational in nature or otherwise paid under state or federal law for purely educational services. Custodial Care, respite care, day care, therapeutic recreation, vocational training and residential treatment are not habilitative services.

A service that does not help the Insured Person to meet functional goals in a treatment plan within a prescribed time frame is not a habilitative service.

**HOSPITAL** means an institution:

1. Operated pursuant to law which is licensed or approved as a hospital by the responsible state agency.
2. Primarily engaged in providing medical care and treatment of sick or injured persons on an in-patient basis for which a charge is made.
3. Which provides 24 hour nursing service by or under the supervision of registered graduate professional nurses (R.N.'s).

Hospital does not include:

1. Any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or agency thereof for the treatment of members or ex-members of the armed forces, unless the Insured is legally required to pay when admitted to such facility.
2. Convalescent homes, convalescent, rest, or nursing facilities.
3. Facilities primarily for the aged, drug or alcoholic rehabilitation, and those primarily affording custodial or educational care.

**HOSPITAL CONFINED/HOSPITAL CONFINEMENT** means an individual shall be considered confined as an Inpatient in a Hospital if he is a registered bed patient in a Hospital upon the recommendation of a Physician or is a patient in a Hospital because of a surgical operation. Successive periods of Hospital Confinement for the same or related cause not separated by more than six months will be deemed to result from the same Injury or Sickness.

**INJURY** means bodily injury which is all of the following:

1. Causes loss directly or independently of all other causes.
2. Sustained on or after the Effective Date of Insurance while the Insured Person is covered under the Policy.

Covered Medical Expenses incurred as a result of an injury that occurred prior to the Policy's Effective Date will be considered a Sickness under the Policy.

**INPATIENT** means an uninterrupted confinement that follows formal admission to a Hospital, Skilled Nursing Facility or Inpatient Rehabilitation Facility by reason of an Injury or Sickness for which benefits are payable under the Policy.

**INPATIENT REHABILITATION FACILITY** means a long term acute inpatient rehabilitation center, a Hospital (or special unit of a Hospital designated as an inpatient rehabilitation facility) that provides rehabilitation health services on an Inpatient basis as authorized by law.

**INSURED PERSON** means: 1) the Named Insured; and, 2) Dependents of the Named Insured, if: 1) the Dependent is properly enrolled in the Policy, and 2) the appropriate Dependent premium has been paid. The term Insured also means Insured Person.

**INTENSIVE CARE** means: 1) a specifically designated facility of the Hospital that provides the highest level of medical care; and 2) which is restricted to those patients who are critically ill or injured. Such facility must be separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement. They must be: 1) permanently equipped with special life-saving equipment for the care of the critically ill or injured; and 2) under constant and continuous observation by nursing staff assigned on a full-time basis, exclusively to the intensive care unit. Intensive care does not mean any of these step-down units:

1. Progressive care.
2. Sub-acute intensive care.
3. Intermediate care units.
4. Private monitored rooms.
5. Observation units.
6. Other facilities which do not meet the standards for intensive care.

**MEDICAL EMERGENCY** means the occurrence of a sudden, serious and unexpected Sickness or Injury. In the absence of immediate medical attention, a reasonable person could believe this condition would result in any of the following:

1. Death.
2. Placement of the Insured's health in jeopardy.
3. Serious impairment of bodily functions.
4. Serious dysfunction of any body organ or part.
5. In the case of a pregnant woman, serious jeopardy to the health of the fetus.

Expenses incurred for Medical Emergency will be paid only for Sickness or Injury which fulfills the above conditions. These expenses will not be paid for minor Injuries or minor Sicknesses.

**MEDICAL NECESSITY/MEDICALLY NECESSARY** means those services or supplies provided or prescribed by a Hospital or Physician which are all of the following:

1. Essential for the symptoms and diagnosis or treatment of the Sickness or Injury.
2. Provided for the diagnosis, or the direct care and treatment of the Sickness or Injury.
3. In accordance with the standards of good medical practice.
4. Not primarily for the convenience of the Insured, or the Insured's Physician.
5. The most appropriate supply or level of service which can safely be provided to the Insured.

The Medical Necessity of being confined as an Inpatient means that both:

1. The Insured requires acute care as a bed patient.
2. The Insured cannot receive safe and adequate care as an outpatient.

The Policy only provides payment for services, procedures and supplies which are a Medical Necessity. No benefits will be paid for expenses which are determined not to be a Medical Necessity, including any or all days of Inpatient confinement.

**MENTAL ILLNESS** means a Sickness that is a mental, emotional or behavioral disorder listed in the mental health or psychiatric diagnostic categories in the current *Diagnostic and Statistical Manual of the American Psychiatric Association*. The fact that a disorder is listed in the *Diagnostic and Statistical Manual of the American Psychiatric Association* does not mean that treatment of the disorder is a Covered Medical Expense. If not excluded or defined elsewhere in the Policy, all mental health or psychiatric diagnoses are considered one Sickness.

**NAMED INSURED** means an eligible, registered student of the Policyholder, if: 1) the student is properly enrolled in the Policy; and 2) the appropriate premium for coverage has been paid.

**NEWBORN INFANT** means any child born of an Insured while that person is insured under the Policy. See also Benefits for Newborn Infants.

**OUT-OF-POCKET MAXIMUM** means the amount of Covered Medical Expenses that must be paid by the Insured Person before Covered Medical Expenses will be paid at 100% for the remainder of the Policy Year. Refer to the Schedule of Benefits for details on how the Out-of-Pocket Maximum applies.

**PHYSICIAN** means a legally qualified licensed practitioner of the healing arts who provides care within the scope of his/her license, other than a member of the person's immediate family.

The term "member of the immediate family" means husband, wife, children, father, mother, brother, sister, or persons who ordinarily reside in the household of the Insured Person.

**PHYSIOTHERAPY** means short-term outpatient rehabilitation therapies (including Habilitative Services) administered by a Physician.

**POLICY OR MASTER POLICY** means the entire agreement issued to the Policyholder that includes all of the following:

1. The Policy.
2. The Policyholder Application.
3. The Certificate of Coverage.
4. The Schedule of Benefits.
5. Endorsements.
6. Amendments.

**POLICY YEAR** means the period of time beginning on the Policy Effective Date and ending on the Policy Termination Date.

**POLICYHOLDER** means the institution of higher education to whom the Master Policy is issued.

**PRESCRIPTION DRUGS** mean: 1) prescription legend drugs; 2) compound medications of which at least one ingredient is a prescription legend drug; 3) any other drugs which under the applicable state or federal law may be dispensed only upon written prescription of a Physician; and 4) injectable insulin.

**REGISTERED NURSE** means a professional nurse (R.N.) who is not a member of the Insured Person's immediate family.

**SICKNESS** means sickness or disease of the Insured Person which causes loss while the Insured Person is covered under the Policy. All related conditions and recurrent symptoms of the same or a similar condition not separated by more than six months will be considered one sickness. Covered Medical Expenses incurred as a result of an Injury that occurred prior to the Policy's Effective Date will be considered a sickness under the Policy.

**SKILLED NURSING FACILITY** means a Hospital or nursing facility that is licensed and operated as required by law.

**SOUND, NATURAL TEETH** means natural teeth, the major portion of the individual tooth is present, regardless of fillings or caps; and is not carious, abscessed, or defective.

**SUBSTANCE USE DISORDER** means a Sickness that is listed as an alcoholism and substance use disorder in the current *Diagnostic and Statistical Manual of the American Psychiatric Association*. The fact that a disorder is listed in the *Diagnostic and Statistical Manual of the American Psychiatric Association* does not mean that treatment of the disorder is a Covered Medical Expense. If not excluded or defined elsewhere in the Policy, all alcoholism and substance use disorders are considered one Sickness.

**URGENT CARE CENTER** means a facility that provides treatment required to prevent serious deterioration of the Insured Person's health as a result of an unforeseen Sickness, Injury, or the onset of acute or severe symptoms.

**USUAL AND CUSTOMARY CHARGES** means the maximum amount the Policy is obligated to pay for services. Except as otherwise required under state or federal regulations, usual and customary charges will be the lowest of:

1. The billed charge for the services.
2. An amount determined using current publicly-available data which is usual and customary when compared with the charges made for a) similar services and supplies and b) to persons having similar medical conditions in the geographic area where service is rendered.
3. An amount determined using current publicly-available data reflecting the costs for facilities providing the same or similar services, adjusted for geographical difference where applicable, plus a margin factor.

The Company uses data from FAIR Health, Inc. and/or Data iSight to determine Usual and Customary Charges. No payment will be made under the Policy for any expenses incurred which in the judgment of the Company are in excess of Usual and Customary Charges.

## Section 12: Exclusions and Limitations

No benefits will be paid for: a) loss or expense caused by, contributed to, or resulting from; or b) treatment, services or supplies for, at, or related to any of the following:

1. Addiction, such as:
  - Non-chemical addiction, such as: gambling, sexual, spending, shopping, working and religious.
  - Codependency.
2. Behavioral problems. Developmental delay or disorder or mental retardation. Learning disabilities.
3. Biofeedback.
4. Cosmetic procedures, except reconstructive procedures to correct an Injury or treat a Sickness, or to restore normal bodily function, for which benefits are otherwise payable under the Policy. The primary result of the procedure is not a changed or improved physical appearance.
5. Custodial Care.
  - Care provided in: rest homes, health resorts, homes for the aged, halfway houses, college infirmaries or places mainly for domiciliary or Custodial Care.
  - Extended care in treatment or substance abuse facilities for domiciliary or Custodial Care.
6. Dental treatment, except:
  - For accidental Injury to Natural Teeth.
  - As specifically provided in the Schedule of Benefits.
  - As described under Dental Treatment in the Policy.

This exclusion does not apply to benefits specifically provided in Pediatric Dental Services.
7. Elective Surgery or Elective Treatment as defined in the Policy. This exclusion does not apply to cosmetic surgery necessitated by a covered Injury.
8. Flight in any kind of aircraft, except while riding as a passenger on a regularly scheduled flight of a commercial airline.
9. Foot care for the following:
  - Flat foot conditions.
  - Fallen arches.
  - Weak feet.
  - Chronic foot strain.
  - Routine foot care including the care, cutting and removal of corns, calluses, toenails, and bunions (except capsular or bone surgery).

This exclusion does not apply to preventive foot care for Insured Persons with diabetes.
10. Genetic testing, except as specifically provided in the Policy.
11. Health spa or similar facilities. Strengthening programs.
12. Hearing examinations. Hearing aids. Other treatment for hearing defects and hearing loss. "Hearing defects" means any physical defect of the ear which does or can impair normal hearing, apart from the disease process. This exclusion does not apply to:
  - Hearing defects or hearing loss as a result of an infection or Injury.
13. Hypnosis.
14. Immunizations, except as specifically provided in the Policy. Preventive medicines or vaccines, except where required for treatment of a covered Injury or as specifically provided in the Policy.
15. Injury or Sickness for which benefits are paid under any Workers' Compensation or Occupational Disease Law or Act, or similar legislation.
16. Injury sustained while:
  - Participating in any intercollegiate or professional sport, contest or competition.
  - Traveling to or from such sport, contest or competition as a participant.
  - Participating in any practice or conditioning program for such sport, contest or competition.
17. Investigational services.
18. Lipectomy.
19. Marital or family counseling.
20. Benefits which duplicate any benefits provided by the Pennsylvania Motor Vehicle Financial Responsibility Law.
21. Participation in a riot or civil disorder. Commission of or attempt to commit a felony.
22. Prescription Drugs, services or supplies as follows:
  - Therapeutic devices or appliances, including: syringes, support garments and other non-medical substances, regardless of intended use, except as specifically provided in the Policy.
  - Immunization agents, except as specifically provided in the Policy.
  - Drugs labeled, "Caution - limited by federal law to investigational use" or experimental drugs.
  - Products used for cosmetic purposes.
  - Drugs used to treat or cure baldness. Anabolic steroids used for body building.
  - Anorectics - drugs used for the purpose of weight control.



- Fertility agents or sexual enhancement drugs, such as Parlodel, Pergonal, Clomid, Profasi, Metrodin, Serophene, or Viagra.
  - Growth hormones.
  - Refills in excess of the number specified or dispensed after one (1) year of date of the prescription.
23. Reproductive services for the following:
- Procreative counseling.
  - Genetic counseling and genetic testing, except as specifically provided in the Policy.
  - Cryopreservation of reproductive materials. Storage of reproductive materials.
  - Infertility treatment (male or female), including any services or supplies rendered for the purpose or with the intent of inducing conception, except as specifically provided in the Policy.
  - Premarital examinations.
  - Impotence, organic or otherwise.
  - Reversal of sterilization procedures.
24. Research or examinations relating to research studies, or any treatment for which the patient or the patient's representative must sign an informed consent document identifying the treatment in which the patient is to participate as a research study or clinical research study, except as specifically provided in the Policy.
25. Routine eye examinations. Eye refractions. Eyeglasses. Contact lenses. Prescriptions or fitting of eyeglasses or contact lenses. Vision correction surgery. Treatment for visual defects and problems.
- This exclusion does not apply as follows:
- When due to a covered Injury or disease process.
  - For scleral lenses for keratoconus, treatment to retain moisture for lack of normal tearing, and an initial pair of eyeglasses for aphakia.
  - To benefits specifically provided in Pediatric Vision Services.
26. Routine Newborn Infant Care and well-baby nursery and related Physician charge, except as specifically provided in the Policy.
27. Preventive care services which are not specifically provided in the Policy, including:
- Routine physical examinations and routine testing.
  - Preventive testing or treatment.
  - Screening exams or testing in the absence of Injury or Sickness.
28. Services provided normally without charge by the Health Service of the Policyholder.
29. Speech therapy, except as specifically provided in the Policy. Naturopathic services.
30. Surgical breast reduction, breast augmentation, breast implants or breast prosthetic devices, or gynecomastia, except as specifically provided in the Policy.
31. Treatment in a Government hospital, unless there is a legal obligation for the Insured Person to pay for such treatment.
32. War or any act of war, declared or undeclared; or while in the armed forces of any country (a pro-rata premium will be refunded upon request for such period not covered).
33. Weight management. Weight reduction. Nutrition programs. Treatment for obesity. Surgery for removal of excess skin or fat. This exclusion does not apply to benefits specifically provided in the Policy.

### **Section 13: How to File a Claim for Injury and Sickness Benefits**

In the event of Injury or Sickness, students should:

1. Report to the Student Health Service or Infirmary for treatment or referral, or when not in school, to their Physician or Hospital.
2. Mail to the address below all medical and hospital bills along with the patient's name and Insured student's name, address, SR ID number (Insured's insurance Company ID number) and name of the college or university under which the student is insured. A Company claim form is not required for filing a claim.
3. Submit claims for payment within 90 days after the date of service. If the Insured doesn't provide this information within one year of the date of service, benefits for that service may be denied at our discretion. This time limit does not apply if the Insured is legally incapacitated.

Submit the above information to the Company by mail:

FirstStudent  
P.O. Box 809025  
Dallas, TX 75380-9025

## Section 14: General Provisions

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**GRACE PERIOD:** A grace period of 31 days will be granted for payment of each premium due after the first premium in accordance with the Policy terms. During the Grace Period, the Policy will remain in force.

**REINSTATEMENT:** If any renewal premium is not paid within the time granted the Insured for payment, a subsequent acceptance of premium by the Company or by any agent duly authorized by the Company to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the Certificate.

**NOTICE OF CLAIM:** Written notice of claim must be given to the Company within 90 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Named Insured to the Company, P.O. Box 809025, Dallas, Texas 75380-9025 with information sufficient to identify the Named Insured shall be deemed notice to the Company.

**CLAIM FORMS:** Claim forms are not required.

**PROOF OF LOSS:** Written proof of loss must be furnished to the Company at its said office within 90 days after the date of such loss. Failure to furnish such proof within the time required will not invalidate nor reduce any claim if it was not reasonably possible to furnish proof. In no event except in the absence of legal capacity shall written proofs of loss be furnished later than one year from the time proof is otherwise required.

**TIME OF PAYMENT OF CLAIM:** Indemnities payable under the Policy for any loss will be paid upon receipt of due written proof of such loss.

**PAYMENT OF CLAIMS:** All or a portion of any indemnities provided by the Policy may, at the Company's option, and unless the Named Insured requests otherwise in writing not later than the time of filing proofs of such loss, be paid directly to the Hospital or person rendering such service. Otherwise, accrued indemnities will be paid to the Named Insured or the estate of the Named Insured. Any payment so made shall discharge the Company's obligation to the extent of the amount of benefits so paid.

**PHYSICAL EXAMINATION:** As a part of Proof of Loss, the Company at its own expense shall have the right and opportunity: 1) to examine the person of any Insured Person when and as often as it may reasonably require during the pendency of a claim; and, 2) to have an autopsy made in case of death where it is not forbidden by law. The Company has the right to secure a second opinion regarding treatment or hospitalization. Failure of an Insured to present himself or herself for examination by a Physician when requested shall authorize the Company to: (1) withhold any payment of Covered Medical Expenses until such examination is performed and Physician's report received; and (2) deduct from any amounts otherwise payable hereunder any amount for which the Company has become obligated to pay to a Physician retained by the Company to make an examination for which the Insured failed to appear. Said deduction shall be made with the same force and effect as a Deductible herein defined. Failure to comply with the requirements of this provision shall not reduce any claim if extenuating circumstances beyond the control of the Insured prevented the Insured from notifying the Company of his or her inability to be present for the scheduled exam.

**LEGAL ACTIONS:** No action at law or in equity shall be brought to recover on the Policy prior to the expiration of 60 days after written proofs of loss have been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of 3 years after the time written proofs of loss are required to be furnished.

**CHANGE OF BENEFICIARY:** Unless the Insured makes an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to the Insured and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this Certificate or to any change of beneficiary or beneficiary or beneficiaries, or to any other changes in this Certificate.

**SUBROGATION:** The Company shall be subrogated to all rights of recovery which any Insured Person has against any person, firm or corporation to the extent of payments for benefits made by the Company to or for benefit of an Insured Person. The Insured shall execute and deliver such instruments and papers as may be required and do whatever else is necessary to secure such rights to the Company. A subrogating provision will not apply to judgments received under the Motor Vehicle Financial Responsibility Law, No-fault Automobile Insurance, or Medical Malpractice. Subrogation under this provision is subject to the extent provided by law.

**RIGHT OF RECOVERY:** Payments made by the Company which exceed the Covered Medical Expenses (after allowance for Deductible and Coinsurance clauses, if any) payable hereunder shall be recoverable by the Company from or among any persons, firms, or corporations to or for whom such payments were made or from any insurance organizations who are obligated in respect of any covered Injury or Sickness as their liability may appear.

**MORE THAN ONE POLICY:** Insurance effective at any one time on the Insured Person under another student policy, or policies in this Company is limited to the one such policy elected by the Insured Person, his beneficiary or his estate, as the case may be, and the Company will return all premiums paid for all other such policies.

**UNPAID PREMIUM:** Upon the payment of a claim under this Certificate, any premium then due and unpaid or covered by any note or written order may be deducted therefrom.

**CONFORMITY WITH STATE STATUTES:** Any provision of this Certificate which, on its effective date, is in conflict with the statutes of the state in which the Insured resides on such date, is hereby amended to conform to the minimum requirements of such statutes.

## **Section 15: Notice of Appeal Rights**

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### **RIGHT TO INTERNAL APPEAL**

#### **Standard Internal Appeal**

The Insured Person has the right to request an Internal Appeal if the Insured Person disagrees with the Company's denial, in whole or in part, of a claim or request for benefits. The Insured Person, or the Insured Person's Authorized Representative, must submit a written request for an Internal Appeal within 180 days of receiving a notice of the Company's Adverse Determination.

The written Internal Appeal request should include:

1. A statement specifically requesting an Internal Appeal of the decision;
2. The Insured Person's Name and ID number (from the ID card);
3. The date(s) of service;
4. The provider's name;
5. The reason the claim should be reconsidered; and
6. Any written comments, documents, records, or other material relevant to the claim.

Please contact the Customer Service Department at 1-888-224-4810 with any questions regarding the Internal Appeal process. The written request for an Internal Appeal should be sent to: FirstStudent, PO Box 809025, Dallas, TX 75380-9025.

#### **Internal Appeal Process**

Within 180 days after receipt of a notice of an Adverse Determination, an Insured Person or an Authorized Representative may submit a written request for an Internal Review of an Adverse Determination.

Upon receipt of the request for an Internal Review, the Company shall provide the Insured Person with the name, address and telephone of the employee or department designated to coordinate the Internal Review for the Company. With respect to an Adverse Determination involving Utilization Review, the Company shall designate an appropriate clinical peer(s) of the same or similar specialty as would typically manage the case which is the subject of the Adverse Determination. The clinical peer(s) shall not have been involved in the initial Adverse Determination.

Within 3 working days after receipt of the grievance, the Company shall provide notice that the Insured Person or Authorized Representative is entitled to:

1. Submit written comments, documents, records, and other material relating to the request for benefits to be considered when conducting the Internal Review; and
2. Receive from the Company, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the Insured Person's request for benefits.

Prior to issuing or providing a notice of Final Adverse Determination, the Company shall provide, free of charge and as soon as possible:

1. Any new or additional evidence considered by the Company in connection with the grievance; and
2. Any new or additional rationale upon which the decision was based.

The Insured Person or Authorized Representative shall have 10 calendar days to respond to any new or additional evidence or rationale.

The Company shall issue a Final Adverse Decision in writing or electronically to the Insured Person or the Authorized Representative as follows:



1. For a Prospective Review, the notice shall be made no later than 30 days after the Company's receipt of the grievance.
2. For a Retrospective Review, the notice shall be made no later than 60 days after the Company's receipt of the grievance.

Time periods shall be calculated based on the date the Company receives the request for the Internal Review, without regard to whether all of the information necessary to make the determination accompanies the request.

The written notice of Final Adverse Determination for the Internal Review shall include:

1. The titles and qualifying credentials of the reviewers participating in the Internal Review;
2. Information sufficient to identify the claim involved in the grievance, including the following:
  - a. The date of service;
  - b. The name health care provider; and
  - c. The claim amount;
3. A statement that the diagnosis code and treatment code and their corresponding meanings shall be provided to the Insured Person or the Authorized Representative, upon request;
4. For an Internal Review decision that upholds the Company's original Adverse Determination:
  - a. The specific reason(s) for the Final Adverse Determination, including the denial code and its corresponding meaning, as well as a description of the Company's standard, if any, that was used in reaching the denial;
  - b. Reference to the specific Policy provisions upon which the determination is based;
  - c. A statement that the Insured Person is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the Insured Person's benefit request;
  - d. If applicable, a statement that the Company relied upon a specific internal rule, guideline, protocol, or similar criterion and that a copy will be provided free of charge upon request;
  - e. If the Final Adverse Determination is based on a Medical Necessity or experimental or investigational treatment or similar exclusion or limitation, a statement that an explanation will be provided to the Insured Person free of charge upon request;
  - f. Instructions for requesting: (i) a copy of the rule, guideline, protocol or other similar criterion relied upon to make the Final Adverse Determination; and (ii) the written statement of the scientific or clinical rationale for the determination;
5. A description of the procedures for obtaining an External Independent Review of the Final Adverse Determination pursuant to the State's External Review legislation;
6. The Insured Person's right to bring a civil action in a court of competent jurisdiction; and
7. Notice of the Insured Person's right to contact the commissioner's office or ombudsman's office for assistance with respect to any claim, grievance or appeal at any time.

#### **Expedited Internal Review**

For Urgent Care Requests, an Insured Person may submit a request, either orally or in writing, for an Expedited Internal Review (EIR).

An Urgent Care Request means a request for services or treatment where the time period for completing a standard Internal Appeal:

1. Could seriously jeopardize the life or health of the Insured Person or jeopardize the Insured Person's ability to regain maximum function; or
2. Would, in the opinion of a Physician with knowledge of the Insured Person's medical condition, subject the Insured Person to severe pain that cannot be adequately managed without the requested health care service or treatment.

To request an Expedited Internal Appeal, please contact Claims Appeals at 888-315-0447. The written request for an Expedited Internal Appeal should be sent to: Claims Appeals, FirstStudent, PO Box 809025, Dallas, TX 75380-9025.

#### **Expedited Internal Review Process**

The Insured Person or an Authorized Representative may submit an oral or written request for an Expedited Internal Review (EIR) of an Adverse Determination:

1. Involving Urgent Care Requests; and
2. Related to a concurrent review Urgent Care Request involving an admission, availability of care, continued stay or health care service for an Insured Person who has received emergency services, but has not been discharged from a facility.

All necessary information, including the Company's decision, shall be transmitted to the Insured Person or an Authorized Representative via telephone, facsimile or the most expeditious method available. The Insured Person or the Authorized Representative shall be notified of the EIR decision no more than seventy-two (72) hours after the Company's receipt of the EIR request.

If the EIR request is related to a concurrent review Urgent Care Request, benefits for the service will continue until the Insured Person has been notified of the final determination.

At the same time an Insured Person or an Authorized Representative files an EIR request, the Insured Person or the Authorized Representative may file:

1. An Expedited External Review (EER) request if the Insured Person has a medical condition where the timeframe for completion of an EIR would seriously jeopardize the life or health of the Insured Person or would jeopardize the Insured Person's ability to regain maximum function; or
2. An Expedited Experimental or Investigational Treatment External Review (EEIER) request if the Adverse Determination involves a denial of coverage based on a determination that the recommended or requested service or treatment is experimental or investigational and the Insured Person's treating Physician certifies in writing that the recommended or requested service or treatment would be significantly less effective if not promptly initiated.

The notice of Final Adverse Determination may be provided orally, in writing, or electronically.

#### **RIGHT TO EXTERNAL INDEPENDENT REVIEW**

After exhausting the Company's Internal Appeal process, an Insured Person or Authorized Representative may submit a request for an External Independent Review when the service or treatment in question:

1. Is a Covered Medical Expense under the Policy; and
2. Is not covered because it does not meet the Company's requirements for Medical Necessity, appropriateness, health care setting, level of care, effectiveness, or the treatment is determined to be experimental or investigational.

A request for an External Independent Review shall not be made until the Insured Person or Authorized Representative has exhausted the Internal Appeals process. The Internal Appeal Process shall be considered exhausted if:

1. The Company has issued a Final Adverse Determination as detailed herein;
2. The Insured Person or the Authorized Representative filed a request for an Internal Appeal and has not received a written decision from the Company within 30 days and the Insured Person or Authorized Representative has not requested or agreed to a delay;
3. The Company fails to strictly adhere to the Internal Appeal process detailed herein; or
4. The Company agrees to waive the exhaustion requirement.

After exhausting the Internal Appeal process, and after receiving notice of an Adverse Determination or Final Adverse Determination, an Insured Person or Authorized Representative has 4 months to request an External Independent Review. Except for a request for an Expedited External Review, the request for an External Review should be made in writing to the Company. Upon request of an External Review, the Company shall provide the Insured Person or the Authorized Representative with the appropriate forms to request the review.

#### **Where to Send External Review Requests**

All types of External Review requests shall be submitted to Claims Appeals at the following address:

Claims Appeals  
FirstStudent  
P.O. Box 809025  
Dallas, TX 75380-9025  
1-888-315-0447

#### **Standard External Review (SER) Process**

A Standard External Review request must be submitted in writing within 4 months of receiving a notice of the Company's Adverse Determination or Final Adverse Determination.

1. Within 5 business days after receiving the SER request notice, the Company will complete a preliminary review to determine that:
  - a. The individual was an Insured Person covered under the Policy at the time the service was requested or provided;
  - b. The Insured Person has exhausted the Company's Internal Appeal Process;
  - c. The Insured Person has provided all the information and forms necessary to process the request; and
  - d. The service in question: (i) is a Covered Medical Expense under the Policy; and (ii) is not covered because it does not meet the Company's requirements for Medical Necessity, appropriateness, health care setting, level of care or effectiveness.

2. Within 1 business day after completion of the preliminary review, the Company shall notify the Commissioner, the Insured Person and, if applicable, the Authorized Representative in writing whether the request is complete and eligible for a SER.
  - a. If the request is not complete, the Company's response shall include what information or materials are needed to make the request complete;
  - b. If the request is not eligible, the Company's response shall include the reasons for ineligibility. The Insured Person and, if applicable, the Authorized Representative shall also be advised of the right to appeal the decision to the Commissioner.
3. After receiving notice that a request is eligible for SER, the Commissioner shall, within 1 business day:
  - a. Assign an Independent Review Organization (IRO) from the Commissioner's approved list;
  - b. Notify the Company of the name of the assigned IRO; and
  - c. Notify the Insured Person and, if applicable, the Authorized Representative, that the request has been accepted. This notice shall include: (i) the name of the IRO; and (ii) a statement that the Insured Person or the Authorized Representative may, within 5 business days following receipt of the notice, submit additional information to the IRO for consideration when conducting the review.
4.
  - a. The Company shall, within 5 business days, provide the IRO with any documents and information the Company considered in making the Adverse Determination or Final Adverse Determination. The Company's failure to provide the documents and information will not delay the SER.
  - b. If the Company fails to provide the documents and information within the required time frame, the IRO may terminate the review and may reverse the Adverse Determination or Final Adverse Determination. Upon making this decision, the IRO shall, within 1 business day, advise the Commissioner, the Company, the Insured Person, and the Authorized Representative, if any, of its decision.
5. The IRO shall review all written information and documents submitted by the Company and the Insured Person or the Authorized Representative.
6. If the IRO receives any additional information from the Insured Person or the Authorized Representative, the IRO must forward the information to the Company within 1 business day.
  - a. The Company may then reconsider its Adverse Determination or Final Adverse Determination. Reconsideration by the Company shall not delay or terminate the SER.
  - b. The SER may only be terminated if the Company decides to reverse its Adverse Determination or Final Adverse Determination and provide coverage for the service that is the subject of the SER.
  - c. If the Company reverses its decision, the Company shall provide written notification within 1 business day to the Commissioner, the Insured Person, the Authorized Representative, if applicable, and the IRO. Upon written notice from the Company, the IRO will terminate the SER.
7. Within 45 days after receipt of the SER request, the IRO shall provide written notice of its decision to uphold or reverse the Adverse Determination or Final Adverse Determination. The notice shall be sent to the Commissioner, the Company, the Insured Person and, if applicable, the Authorized Representative. Upon receipt of a notice of decision reversing the Adverse Determination or Final Adverse Determination, the Company shall immediately approve the coverage that was the subject of the Adverse Determination or Final Adverse Determination.

#### **Expedited External Review (EER) Process**

An Expedited External Review request may be submitted either orally or in writing when:

1. The Insured Person or an Authorized Representative may make a written or oral request for an Expedited External Review (EER) with the Company at the time the Insured Person receives:
  - a. An Adverse Determination if:
    - The Insured Person or the Authorized Representative has filed a request for an Expedited Internal Review (EIR); and
    - The Adverse Determination involves a medical condition for which the timeframe for completing an EIR would seriously jeopardize the life or health of the Insured Person or jeopardize the Insured Person's ability to regain maximum function; or
  - b. A Final Adverse Determination, if:
    - The Insured Person has a medical condition for which the timeframe for completing a Standard External Review (SER) would seriously jeopardize the life or health of the Insured Person or jeopardize the Insured Person's ability to regain maximum function; or
    - The Final Adverse determination involves an admission, availability of care, continued stay or health care service for which the Insured Person received emergency services, but has not been discharged from a facility.

An EER may not be provided for retrospective Adverse Determinations or Final Adverse Determinations.

2. Upon receipt of a request for an EER, the Company shall immediately review the request to determine that:
  - a. The individual was an Insured Person covered under the Policy at the time the service was requested or provided;

- b. The Insured Person has exhausted the Company's Internal Appeal Process, unless the Insured Person is not required to do so as specified in sub-sections 1. a. and b. shown above;
- c. The Insured Person has provided all the information and forms necessary to process the request; and
- d. The service in question: (i) is a Covered Medical Expense under the Policy; and (ii) is not covered because it does not meet the Company's requirements for Medical Necessity, appropriateness, health care setting, level of care or effectiveness.
3. Immediately after completion of the review, the Company shall notify the Commissioner, the Insured Person and the Authorized Representative, if applicable, whether the request is eligible for an EER.
  - a. If the request is not complete, the Company's response shall include what information or materials are needed to make the request complete;
  - b. If the request is not eligible, the Company's response shall include the reasons for ineligibility. The Insured Person and, if applicable, the Authorized Representative shall also be advised of the right to appeal the decision to the Commissioner.
4. When a request is complete and eligible for an EER, the Commissioner shall immediately assign an Independent Review Organization (IRO) from the Commissioner's approved list and notify the Company of the name of the assigned IRO.
  - a. The Company shall provide or transmit all necessary documents and information considered in making the Adverse Determination or Final Adverse Determination.
  - b. All documents shall be submitted to the IRO electronically, by telephone, via facsimile, or by any other expeditious method.
5.
  - a. If the EER is related to an Adverse Determination for which the Insured Person or the Authorized Representative filed the EER concurrently with an Expedited Internal Review (EIR) request, then the IRO will determine whether the Insured Person shall be required to complete the EIR prior to conducting the EER.
  - b. The IRO shall immediately notify the Insured Person and the Authorized Representative, if applicable, that the IRO will not proceed with EER until the Company completes the EIR and the Insured Person's grievance remains unresolved at the end of the EIR process.
6. In no more than 72 hours after receipt of the qualifying EER request, the IRO shall:
  - a. Make a decision to uphold or reverse the Adverse Determination or Final Adverse Determination; and
  - b. Notify the Commissioner, the Company, the Insured Person, and, if applicable, the Authorized Representative.
7. Upon receipt of a notice of decision reversing the Adverse Determination or Final Adverse Determination, the Company shall immediately approve the coverage that was the subject of the Adverse Determination or Final Adverse Determination.

#### **Standard Experimental or Investigational Treatment External Review (SEIER) Process**

An Insured Person, or an Insured Person's Authorized Representative, may submit a request for an Experimental or Investigational External Review when the denial of coverage is based on a determination that the recommended or requested health care service or treatment is experimental or investigational.

A request for a Standard Experimental or Investigational External Review must be submitted in writing within 4 months of receiving a notice of the Company's Adverse Determination or Final Adverse Determination.

1. For an Adverse Determination or a Final Adverse Determination that involves denial of coverage based on a determination that the health care service or treatment recommended or requested is experimental or investigational, an Insured Person or an Authorized Representative may submit a request for a Standard Experimental or Investigational Treatment External Review (SEIER) with the Company.
2. Within 5 business days after receiving the SEIER request notice, the Company will complete a preliminary review to determine that:
  - a. The individual was an Insured Person covered under the Policy at the time the service was recommended, requested or provided;
  - b. The recommended or requested health care services or treatment:
    - Is a Covered Medical Expense under the Insured Person's Policy except for the Company's determination that the service or treatment is experimental or investigational for a particular medical condition; and
    - Is not explicitly listed as an Exclusion or Limitation under the Insured Person's Policy;
  - c. The Insured Person's treating Physician has certified that one of the following situations is applicable:
    - Standard health care services or treatments have not been effective in improving the condition of the Insured Person;
    - Standard health care services or treatments are not medically appropriate for the Insured Person;
    - There is no available standard health care service or treatment covered by the Company that is more beneficial than the recommended or requested health care service or treatment;
  - d. The Insured Person's treating Physician:



- Has recommended a health care service or treatment that the Physician certified, in writing, is likely to be more beneficial to the Insured Person, in the Physician's opinion, than any available standard health care services or treatments; or
  - Who is a licensed, board certified or board eligible Physician qualified to practice in the area of medicine appropriate to treat the Insured Person's condition, has certified in writing that scientifically valid studies using acceptable protocols demonstrate that the health care service or treatment requested by the Insured Person is likely to be more beneficial to the Insured Person than any available standard health care services or treatments;
  - e. The Insured Person has exhausted the Company's Internal Appeal Process; and
  - f. The Insured Person has provided all the information and forms necessary to process the request.
3. Within 1 business day after completion of the preliminary review, the Company shall notify the Commissioner, the Insured Person and, if applicable, the Authorized Representative in writing whether the request is complete and eligible for a SEIER.
    - a. If the request is not complete, the Company's response shall include what information or materials are needed to make the request complete; or
    - b. If the request is not eligible, the Company response shall include the reasons for ineligibility. The Insured Person and, if applicable, the Authorized Representative shall also be advised of the right to appeal the decision to the Commissioner.
  4. After receiving notice that a request is eligible for SEIER, the Commissioner shall, within 1 business day:
    - a. Assign an IRO from the Commissioner's approved list;
    - b. Notify the Company of the name of the assigned IRO; and
    - c. Notify the Insured Person and, if applicable, the Authorized Representative, that the request has been accepted. This notice shall include: (i) the name of the IRO; and (ii) a statement that the Insured Person or the Authorized Representative may, within 5 business days following receipt of the notice, submit additional information to the IRO for consideration when conducting the review.
  5.
    - a. The Company shall, within 5 business days, provide the IRO with any documents and information the Company considered in making the Adverse Determination or Final Adverse Determination. The Company's failure to provide the documents and information will not delay the SEIER.
    - b. If the Company fails to provide the documents and information within the required time frame, the IRO may terminate the review and may reverse the Adverse Determination or Final Adverse Determination. Upon making this decision, the IRO shall immediately advise the Commissioner, the Company, the Insured Person, and the Authorized Representative, if any, of its decision.
  6. The IRO shall review all written information and documents submitted by the Company and the Insured Person or the Authorized Representative.
  7. If the IRO receives any additional information from the Insured Person or the Authorized Representative, the IRO must forward the information to the Company within 1 business day.
    - a. The Company may then reconsider its Adverse Determination or Final Adverse Determination. Reconsideration by the Company shall not delay or terminate the SEIER.
    - b. The SEIER may only be terminated if the Company decides to reverse its Adverse Determination or Final Adverse Determination and provide coverage for the service that is the subject of the SEIER.
    - c. If the Company reverses its decision, the Company shall immediately provide written notification to the Commissioner, the Insured Person, the Authorized Representative, if applicable, and the IRO. Upon written notice from the Company, the IRO will terminate the SEIER.
  8. After completion of the IRO's review, upon receipt of a notice of decision reversing the Adverse Determination or Final Adverse Determination, the Company shall immediately approve the coverage of the recommended or requested health care service or treatment that was the subject of the Adverse Determination or Final Adverse Determination.

#### **Expedited Experimental or Investigational Treatment External Review (EEIER) Process**

An Insured Person, or an Insured Person's Authorized Representative, may submit an oral request for an Expedited Experimental or Investigational External Review when:

1. An Insured Person or an Authorized Representative may make an oral request for an Expedited Experimental or Investigational Treatment External Review (EEIER) with the Company at the time the Insured Person receives:
  - a. An Adverse Determination if:
    - The Insured Person or the Authorized Representative has filed a request for an Expedited Internal Review (EIR); and
    - The Adverse Determination involves a denial of coverage based on a determination that the recommended or requested health care service or treatment is experimental or investigational and the Insured Person's treating physician certifies in writing that the recommended or requested health care service or treatment would be significantly less effective if not promptly initiated; or
  - b. A Final Adverse Determination, if:

- The Insured Person has a medical condition for which the timeframe for completing a Standard External Review (SER) would seriously jeopardize the life or health of the Insured Person or jeopardize the Insured Person's ability to regain maximum function; or
- The Final Adverse Determination is based on a determination that the recommended or requested health care service or treatment is experimental or investigational and the Insured Person's treating Physician certifies in writing that the recommended or requested health care service or treatment would be significantly less effective if not promptly initiated.

An EEIER may not be provided for retrospective Adverse Determinations or Final Adverse Determinations.

2. Upon receipt of an EEIER request notice, the Company shall immediately complete a preliminary review to determine that:
  - a. The individual was an Insured Person covered under the Policy at the time the service was recommended or provided;
  - b. The recommended or requested health care services or treatment:
    - Is a Covered Medical Expense under the Insured Person's Policy except for the Company's determination that the service or treatment is experimental or investigational for a particular medical condition; and
    - Is not explicitly listed as an Exclusion or Limitation under the Insured Person's Policy;
  - c. The Insured Person's treating Physician has certified that one of the following situations is applicable:
    - Standard health care services or treatments have not been effective in improving the condition of the Insured Person;
    - Standard health care services or treatments are not medically appropriate for the Insured Person;
    - There is no available standard health care service or treatment covered by the Company that is more beneficial than the recommended or requested health care service or treatment;
  - d. The Insured Person's treating Physician:
    - Has recommended a health care service or treatment that the Physician certified, in writing, is likely to be more beneficial to the Insured Person, in the Physician's opinion, than any available standard health care services or treatments; or
    - Who is a licensed, board certified or board eligible Physician qualified to practice in the area of medicine appropriate to treat the Insured Person's condition, has certified in writing that scientifically valid studies using acceptable protocols demonstrate that the health care service or treatment requested by the Insured Person is likely to be more beneficial to the Insured Person than any available standard health care services or treatments;
  - e. The Insured Person has exhausted the Company's Internal Appeal Process unless the Insured person is not required to do so as specified in sub-sections 1. a. and b. above; and
  - f. The Insured Person has provided all the information and forms necessary to process the request.
3. The Company shall immediately notify the Commissioner, the Insured Person and, if applicable, the Authorized Representative in writing whether the request is complete and eligible for an EEIER.
  - a. If the request is not complete, the Company's response shall include what information or materials are needed to make the request complete; or
  - b. If the request is not eligible, the Company's response shall include the reasons for ineligibility. The Insured Person and, if applicable, the Authorized Representative shall also be advised of the right to appeal the decision to the Commissioner.
4. After receiving notice that a request is eligible for EEIER, the Commissioner shall immediately:
  - a. Assign an IRO from the Commissioner's approved list; and
  - b. Notify the Company of the name of the assigned IRO.
5. The Company shall provide or transmit all necessary documents and information considered in making the Adverse Determination or Final Adverse Determination. All documents shall be submitted to the IRO electronically, by telephone, via facsimile, or by any other expeditious method.
6.
  - a. If the EEIER is related to an Adverse Determination for which the Insured Person or the Authorized Representative filed the EEIER concurrently with an Expedited Internal Review (EIR) request, then the IRO will determine whether the Insured Person shall be required to complete the EIR prior to conducting the EEIER.
  - b. The IRO shall immediately notify the Insured Person and the Authorized Representative, if applicable, that the IRO will not proceed with EEIER until the Company completes the EIR and the Insured Person's grievance remains unresolved at the end of the EIR process.
7.
  - a. The Company shall, within 5 business days, provide the IRO with any documents and information the Company considered in making the Adverse Determination or Final Adverse Determination. The Company's failure to provide the documents and information will not delay the EEIER.
  - b. If the Company fails to provide the documents and information within the required time frame, the IRO may terminate the review and may reverse the Adverse Determination or Final Adverse Determination. Upon making this decision, the IRO shall immediately advise the Commissioner, the Company, the Insured Person, and the Authorized Representative, if any, of its decision.

8. Each clinical reviewer assigned by the IRO shall review all written information and documents submitted by the Company and the Insured Person or the Authorized Representative.
9. If the IRO receives any additional information from the Insured Person or the Authorized Representative, the IRO must forward the information to the Company within 1 business day.
  - a. The Company may then reconsider its Adverse Determination or Final Adverse Determination. Reconsideration by the Company shall not delay or terminate the EEIER.
  - b. The EEIER may only be terminated if the Company decides to reverse its Adverse Determination or Final Adverse Determination and provide coverage for the service that is the subject of the EEIER.
  - c. If the Company reverses its decision, the Company shall immediately provide written notification to the Commissioner, the Insured Person, the Authorized Representative, if applicable, and the IRO. Upon written notice from the Company, the IRO will terminate the EEIER.
10. Each clinical reviewer shall provide an oral or written opinion to the IRO no later than 5 calendar days after being selected by the IRO.
11. The IRO shall make a decision and provide oral or written notice of its decision within 48 hours after receipt of the opinions from each clinical reviewer.
12. Upon receipt of the IRO's notice of decision reversing the Adverse Determination or Final Adverse Determination, the Company shall immediately approve the coverage of the recommended or requested health care service or treatment that was the subject of the Adverse Determination or Final Adverse Determination.

#### **BINDING EXTERNAL REVIEW**

An External Review decision is binding on the Company except to the extent the Company has other remedies available under state law. An External Review decision is binding on the Insured Person to the extent the Insured Person has other remedies available under applicable federal or state law. An Insured Person or an Authorized Representative may not file a subsequent request for External Review involving the same Adverse Determination or Final Adverse Determination for which the Insured Person has already received an External Review decision.

#### **APPEAL RIGHTS DEFINITIONS**

For the purpose of this Notice of Appeal Rights, the following terms are defined as shown below:

##### **Adverse Determination** means:

1. A determination by the Company that, based upon the information provided, a request for benefits under the Policy does not meet the Company's requirements for Medical Necessity, appropriateness, health care setting, level of care, or effectiveness, or is determined to be experimental or investigational, and the requested benefit is denied, reduced, in whole or in part, or terminated;
2. A denial, reduction, in whole or in part, or termination based on the Company's determination that the individual was not eligible for coverage under the Policy as an Insured Person;
3. Any prospective or retrospective review determination that denies, reduces, in whole or in part, or terminates a request for benefits under the Policy; or
4. A rescission of coverage.

##### **Authorized Representative** means:

1. A person to whom an Insured Person has given express written consent to represent the Insured Person;
2. A person authorized by law to provide substituted consent for an Insured Person;
3. An Insured Person's family member or health care provider when the Insured Person is unable to provide consent; or
4. In the case of an urgent care request, a health care professional with knowledge of the Insured Person's medical condition.

**Evidenced-based Standard** means the conscientious, explicit and judicious use of the current best evidence based on the overall systematic review of the research in making decisions about the care of individual patients.

**Final Adverse Determination** means an Adverse Determination involving a Covered Medical Expense that has been upheld by the Company, at the completion of the Company's internal appeal process or an Adverse Determination for which the internal appeals process has been deemed exhausted in accordance with this notice.

**Prospective Review** means Utilization Review performed: 1) prior to an admission or the provision of a health care service or course of treatment; and 2) in accordance with the Company's requirement that the service be approved, in whole or in part, prior to its provision.

**Retrospective Review** means any review of a request for a Covered Medical Expense that is not a Prospective Review request. Retrospective review does not include the review of a claim that is limited to the veracity of documentation or accuracy of coding.

**Urgent Care Request** means a request for a health care service or course of treatment with respect to which the time periods for making a non-urgent care request determination:

1. Could seriously jeopardize the life or health of the Insured Person or the ability of the Insured Person to regain maximum function; or
2. In the opinion of a physician with knowledge of the Insured Person's medical condition, would subject the Insured Person to severe pain that cannot be adequately managed without the health care service or treatment that is the subject of the request.

**Utilization Review** means a set of formal techniques designed to monitor the use of or evaluate the Medical Necessity, appropriateness, efficacy or efficiency of health care services, procedures, providers or facilities. Techniques may include ambulatory review, Prospective Review, second opinion, certification, concurrent review, case management, discharge planning, or Retrospective Review.

### Questions Regarding Appeal Rights

Contact Customer Service at 1-888-224-4810 with questions regarding the Insured Person's rights to an Internal Appeal and External Review.

Other resources are available to help the Insured Person navigate the appeals process. For questions about appeal rights, your state department of insurance may be able to assist you at:

Pennsylvania Insurance Department  
1209 Strawberry Square  
Harrisburg, PA 17120  
Toll-free 1-877-881-6388  
[www.insurance.pa.gov](http://www.insurance.pa.gov)

## Section 16: Online Access to Account Information

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UnitedHealthcare **StudentResources** Insureds have online access to claims status, EOBs, ID cards, network providers, correspondence, and coverage information by logging in to **My Account** at [www.firststudent.com](http://www.firststudent.com). Insured students who don't already have an online account may simply select the "Create Account" link. Follow the simple, onscreen directions to establish an online account in minutes using the Insured's 7-digit Insurance ID number or the email address on file.

As part of UnitedHealthcare **StudentResources**' environmental commitment to reducing waste, we've adopted a number of initiatives designed to preserve our precious resources while also protecting the security of a student's personal health information.

**My Account** now includes a message center - a self-service tool that provides a quick and easy way to view any email notifications the Company may have sent. Notifications are securely sent directly to the Insured student's email address. If the Insured student prefers to receive paper copies, he or she may opt-out of electronic delivery by going into My Profile and making the change there.

## Section 17: ID Cards

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Digital ID cards will be made available to each Insured Person. The Company will send an email notification when the digital ID card is available to be downloaded from My Account. An Insured Person may also use My Account to request delivery of a permanent ID card through the mail.

## Section 18: UHCSR Mobile App

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The UHCSR Mobile App is available for download from Google Play or the App Store. Features of the Mobile App include easy access to:

- ID Cards – view, save to your device, fax or email directly to your provider. Covered Dependents are also included.
- Provider Search – search for In-Network participating healthcare or Mental Health providers, find contact information for the provider's office or facility, and locate the provider's office or facility on a map.
- Find My Claims – view claims received within the past 120 days for both the primary Insured and covered Dependents; includes provider, date of service, status, claim amount and amount paid.



## Section 19: Important Company Contact Information

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The Policy is Underwritten by:  
UNITEDHEALTHCARE INSURANCE COMPANY

Administrative Office:  
FirstStudent  
P.O. Box 809025  
Dallas, Texas 75380-9025  
1-888-224-4810  
Web site: [www.firststudent.com](http://www.firststudent.com)

## Schedule of Benefits

Pennsylvania State University

2021-547-1

METALLIC LEVEL - PLATINUM WITH ACTUARIAL VALUE OF 93.19%

### Injury and Sickness Benefits

#### No Overall Maximum Dollar Limit (Per Insured Person, Per Policy Year)

Deductible	\$250 (Per Insured Person, Per Policy Year)
Deductible	\$500 (For all Insureds in a Family, Per Policy Year)
Coinsurance Preferred Provider	90% except as noted below
Coinsurance Out-of-Network	70% except as noted below
Out-of-Pocket Maximum Preferred Provider	\$1,300 (Per Insured Person, Per Policy Year)
Out-of-Pocket Maximum Preferred Provider	\$2,600 (For all Insureds in a Family, Per Policy Year)
Out-of-Pocket Maximum Out-of-Network	\$15,000 (Per Insured Person, Per Policy Year)
Out-of-Pocket Maximum Out-of-Network	\$30,000 (For all Insureds in a Family, Per Policy Year)

The Policy provides benefits for the Covered Medical Expenses incurred by an Insured Person for loss due to a covered Injury or Sickness.

The Preferred Provider for this plan is UnitedHealthcare Choice Plus.

If care is received from a Preferred Provider any Covered Medical Expenses will be paid at the Preferred Provider level of benefits. If a Preferred Provider is not available in the Network Area, benefits will be paid at the level of benefits shown as Preferred Provider benefits. If the Covered Medical Expense is incurred for Emergency Services when due to a Medical Emergency, benefits will be paid at the Preferred Provider level of benefits. In all other situations, reduced or lower benefits will be provided when an Out-of-Network provider is used.

**Out-of-Pocket Maximum:** After the Out-of-Pocket Maximum has been satisfied, Covered Medical Expenses will be paid at 100% for the remainder of the Policy Year subject to any benefit maximums or limits that may apply. Separate Out-of-Pocket Maximums apply to Preferred Provider and Out-of-Network benefits. Any applicable Coinsurance, Copays, or Deductibles will be applied to the Out-of-Pocket Maximum. Services that are not Covered Medical Expenses and the amount benefits are reduced for failing to comply with Policy provisions or requirements do not count toward meeting the Out-of-Pocket Maximum. Even when the Out-of-Pocket Maximum has been satisfied, the Insured Person will still be responsible for Out-of-Network Copays.

**Student Health Center Benefits:** The Deductible and Copays will be waived and benefits will be paid at 100% for Covered Medical Expenses incurred when treatment is rendered at the Student Health Center for the following services:

- Laboratory services rendered at and referred by the Student Health Center.
- A 90-day supply of Prescriptions Drugs dispensed at the University Health Center Pharmacy and Hershey Pharmacy.
- All other services listed in the Schedule of Benefits.

Policy Exclusions and Limitations do not apply.

Benefits are calculated on a Policy Year basis unless otherwise specifically stated. When benefit limits apply, benefits will be paid up to the maximum benefit for each service as scheduled below. All benefit maximums are combined Preferred Provider and Out-of-Network unless otherwise specifically stated. Please refer to the Medical Expense Benefits – Injury and Sickness section of the Certificate of Coverage for a description of the Covered Medical Expenses for which benefits are available. Covered Medical Expenses include:

Inpatient	Preferred Provider	Out-of-Network Provider
Room and Board Expense	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible
Intensive Care	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible
Hospital Miscellaneous Expenses	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible
Routine Newborn Care	Paid as any other Sickness	Paid as any other Sickness

<b>Inpatient</b>	<b>Preferred Provider</b>	<b>Out-of-Network Provider</b>
<b>Surgery</b> If two or more procedures are performed through the same incision at the same operative session, the maximum amount paid will not exceed 50% of the second procedure and 50% of all subsequent procedures.	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible
<b>Assistant Surgeon Fees</b>	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible
<b>Anesthetist Services</b>	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible
<b>Registered Nurse's Services</b>	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible
<b>Physician's Visits</b>	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible
<b>Pre-admission Testing</b> Payable within 7 working days prior to admission.	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible

<b>Outpatient</b>	<b>Preferred Provider</b>	<b>Out-of-Network Provider</b>
<b>Surgery</b> If two or more procedures are performed through the same incision at the same operative session, the maximum amount paid will not exceed 50% of the second procedure and 50% of all subsequent procedures.	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible
<b>Day Surgery Miscellaneous</b>	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible
<b>Assistant Surgeon Fees</b>	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible
<b>Anesthetist Services</b>	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible
<b>Physician's Visits</b>	\$10 Copay per visit 100% of Preferred Allowance not subject to Deductible	Usual and Customary Charges after Deductible
<b>Physiotherapy</b> Limits per Policy Year as follows: 40 visits of any combination of physical therapy and occupational therapy.  Separate physical, occupational, and speech therapy limits apply to rehabilitative and Habilitative Services. Habilitative Services for Mental Illness or Substance Use Disorder do not have a therapy limit.	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible
<b>Medical Emergency Expenses</b> The Copay will be waived if admitted to the Hospital.	\$150 Copay per visit Preferred Allowance not subject to Deductible	\$150 Copay per visit 90% of Usual and Customary Charges not subject to Deductible
<b>Diagnostic X-ray Services</b>	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible
<b>Radiation Therapy</b>	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible
<b>Laboratory Procedures</b>	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible
<b>Tests &amp; Procedures</b>	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible

Outpatient	Preferred Provider	Out-of-Network Provider
<b>Injections</b>	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible
<b>Chemotherapy</b>	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible
<b>Prescription Drugs</b> *See UHCP Prescription Drug Benefit Endorsement for additional information.	*UnitedHealthcare Pharmacy (UHCP) Retail Network Pharmacy \$10 Copay per prescription Tier 1 \$30 Copay per prescription Tier 2 \$60 Copay per prescription Tier 3 up to a 31-day supply per prescription not subject to Deductible  When Specialty Prescription Drugs are dispensed at a Non-Preferred Specialty Network Pharmacy, the Insured is required to pay 2 times the retail Copay (up to 50% of the Prescription Drug Charge).	50% of Usual and Customary Charges up to a 31-day supply per prescription after Deductible

Other	Preferred Provider	Out-of-Network Provider
<b>Ambulance Services</b>	Preferred Allowance after Deductible	90% of Usual and Customary Charges after Deductible
<b>Durable Medical Equipment</b>	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible
<b>Consultant Physician Fees</b>	\$10 Copay per visit 100% of Preferred Allowance not subject to Deductible	Usual and Customary Charges after Deductible
<b>Dental Treatment</b> Benefits paid on Injury to Sound, Natural Teeth only. Benefits paid for removal of bony, impacted teeth only.	Paid as any other Injury or Sickness	Paid as any other Injury or Sickness
<b>Mental Illness Treatment</b> See also Benefits for Serious Mental Illness	<b>Inpatient:</b> Preferred Allowance after Deductible  <b>Outpatient office visits:</b> \$10 Copay per visit 100% of Preferred Allowance not subject to Deductible  <b>All other outpatient services, except Medical Emergency Expenses and Prescription Drugs:</b> Preferred Allowance after Deductible	<b>Inpatient:</b> Usual and Customary Charges after Deductible  <b>Outpatient office visits:</b> Usual and Customary Charges after Deductible  <b>All other outpatient services, except Medical Emergency Expenses and Prescription Drugs:</b> Usual and Customary Charges after Deductible
<b>Substance Use Disorder Treatment</b> See Benefits for Alcohol/Drug Abuse and Dependency Treatment	<b>Inpatient:</b> Preferred Allowance after Deductible  <b>Outpatient office visits:</b> \$10 Copay per visit 100% of Preferred Allowance not subject to Deductible  <b>All other outpatient services, except Medical Emergency Expenses and Prescription Drugs:</b> Preferred Allowance after Deductible	<b>Inpatient:</b> Usual and Customary Charges after Deductible  <b>Outpatient office visits:</b> Usual and Customary Charges after Deductible  <b>All other outpatient services, except Medical Emergency Expenses and Prescription Drugs:</b> Usual and Customary Charges after Deductible

Other	Preferred Provider	Out-of-Network Provider
<b>Maternity</b> See also Benefits for Post-Partum Home-Health Care	Paid as any other Sickness	Paid as any other Sickness
<b>Complications of Pregnancy</b>	Paid as any other Sickness	Paid as any other Sickness
<b>Elective Abortion</b> \$350 maximum per Policy Year	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible
<b>Preventive Care Services</b> No Deductible, Copays or Coinsurance will be applied when the services are received from a Preferred Provider.  Please visit <a href="https://www.healthcare.gov/preventive-care-benefits/">https://www.healthcare.gov/preventive-care-benefits/</a> for a complete list of services provided for specific age and risk groups.	100% of Preferred Allowance	80% of Usual and Customary Charges after Deductible
<b>Reconstructive Breast Surgery Following Mastectomy</b> See Benefits for Mastectomy	Paid as any other Sickness	Paid as any other Sickness
<b>Diabetes Services</b> See Benefits for Management and Treatment of Diabetes	Paid as any other Sickness	Paid as any other Sickness
<b>Home Health Care</b>	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible
<b>Hospice Care</b>	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible
<b>Inpatient Rehabilitation Facility</b>	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible
<b>Skilled Nursing Facility</b>	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible
<b>Urgent Care Center</b>	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible
<b>Hospital Outpatient Facility or Clinic</b>	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible
<b>Approved Clinical Trials</b>	Paid as any other Sickness	Paid as any other Sickness
<b>Transplantation Services</b>	Paid as any other Sickness	Paid as any other Sickness
<b>Pediatric Dental and Vision Services</b>	See endorsements attached for Pediatric Dental and Vision Services benefits	See endorsements attached for Pediatric Dental and Vision Services benefits
<b>Genetic Testing</b>	Paid as any other Sickness	Paid as any other Sickness
<b>Infertility</b>	Paid as any other Sickness	Paid as any other Sickness
<b>Acupuncture in Lieu of Anesthesia</b>	Paid as any other Sickness	Paid as any other Sickness
<b>Blood and Bodily Fluid Exposure/Needle Stick</b> Benefits are limited to charges related to a clinical related Injury. Any expense related to the treatment of any Sickness resulting from a clinical related Injury is not covered under this benefit. Incidents include, but are not limited to needle sticks, unprotected exposure to blood and body fluid, and unprotected exposure to highly contagious pathogens.	Paid as any other Sickness	Paid as any other Sickness
<b>Non-Prescription Enteral Formula</b>	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible

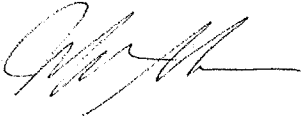
Other	Preferred Provider	Out-of-Network Provider
<b>Titers</b> Benefits are limited to titers related to immunizations for the following: Polio Virus Immune status, Varicella-Zoster AB, IgG, Hepatitis B surf AB, MMR, Hep B, Hep A, Tdap, and Rubella.	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible
<b>Tuberculosis Screening and Testing</b> Benefits are limited to TB Screening and testing not covered under the Preventive Care Services Benefit.	Preferred Allowance after Deductible	Usual and Customary Charges after Deductible



# UNITEDHEALTHCARE INSURANCE COMPANY

## POLICY ENDORSEMENT

This endorsement takes effect and expires concurrently with the Policy to which it is attached and is subject to all of the terms and conditions of the Policy not inconsistent therewith.



President

It is hereby understood and agreed that the Policy to which this endorsement is attached is amended as follows:

### **Pediatric Dental Services Benefits**

Benefits are provided under this endorsement for Covered Dental Services, as described below, for Insured Persons under the age of 19. Benefits under this endorsement terminate on the earlier of: 1) last day of the month the Insured Person reaches the age of 19; or 2) the date the Insured Person's coverage under the Policy terminates.

### **Section 1: Accessing Pediatric Dental Services**

#### **Network and Non-Network Benefits**

**Network Benefits** - these benefits apply when the Insured Person chooses to obtain Covered Dental Services from a Network Dental Provider. Insured Persons generally are required to pay less to the Network Dental Provider than they would pay for services from a non-Network provider. Network Benefits are determined based on the contracted fee for each Covered Dental Service. In no event, will the Insured Person be required to pay a Network Dental Provider an amount for a Covered Dental Service that is greater than the contracted fee.

In order for Covered Dental Services to be paid as Network Benefits, the Insured Person must obtain all Covered Dental Services directly from or through a Network Dental Provider.

Insured Persons must always check the participation status of a provider prior to seeking services. From time to time, the participation status of a provider may change. The Insured Person can check the participation status by calling the Company and/or the provider. The Company can help in referring the Insured Person to Network Dental Provider.

The Company will make a Directory of Network Dental Providers available to the Insured Person. The Insured Person can also call Customer Service at 1-877-816-3596 to determine which providers participate in the Network. The telephone number for Customer Service is also on the Insured's ID card.

**Non-Network Benefits** - these benefits apply when the Insured Person decides to obtain Covered Dental Services from non-Network Dental Providers. Insured Persons generally are required to pay more to the provider than for Network Benefits. Non-Network Benefits are determined based on the Usual and Customary Fee for similarly situated Network Dental Providers for each Covered Dental Service. The actual charge made by a non-Network Dental Provider for a Covered Dental Service may exceed the Usual and Customary Fee. Insured Persons may be required to pay a non-Network Dental Provider an amount for a Covered Dental Service in excess of the Usual and Customary Fee. When the Insured Person obtains Covered Dental Services from non-Network Dental Providers, the Insured Person must file a claim with the Company to be reimbursed for Allowed Dental Amounts.

#### **What Are Covered Dental Services?**

The Insured Person is eligible for benefits for Covered Dental Services listed in this endorsement if such Dental Services are Necessary and are provided by or under the direction of a Network Dental Provider.

Benefits are available only for Necessary Dental Services. The fact that a Dental Provider has performed or prescribed a procedure or treatment, or the fact that it may be the only available treatment for a dental disease, does not mean that the procedure or treatment is a Covered Dental Service under this endorsement.

### **What Is a Pre-Treatment Estimate?**

If the charge for a Dental Service is expected to exceed \$500 or if a dental exam reveals the need for fixed bridgework, the Insured Person may notify the Company of such treatment before treatment begins and receive a pre-treatment estimate. To receive a pre-treatment estimate, the Insured Person or Dental Provider should send a notice to the Company, via claim form, within 20 calendar days of the exam. If requested, the Dental Provider must provide the Company with dental x-rays, study models or other information necessary to evaluate the treatment plan for purposes of benefit determination.

The Company will determine if the proposed treatment is a Covered Dental Service and will estimate the amount of payment. The estimate of benefits payable will be sent to the Dental Provider and will be subject to all terms, conditions and provisions of the Policy. Clinical situations that can be effectively treated by a less costly, clinically acceptable alternative procedure will be assigned a benefit based on the less costly procedure.

A pre-treatment estimate of benefits is not an agreement to pay for expenses. This procedure lets the Insured Person know in advance approximately what portion of the expenses will be considered for payment.

### **Does Pre-Authorization Apply?**

Pre-authorization is required for all orthodontic services. The Insured Person should speak to the Dental Provider about obtaining a pre-authorization before Dental Services are provided. If the Insured Person does not obtain a pre-authorization, the Company has a right to deny the claim for failure to comply with this requirement.

## **Section 2: Benefits for Pediatric Dental Services**

Benefits are provided for the Dental Services stated in this Section when such services are:

- A. Necessary.
- B. Provided by or under the direction of a Dental Provider.
- C. Clinical situations that can be effectively treated by a less costly, dental appropriate alternative procedure will be assigned a benefit based on the least costly procedure.
- D. Not excluded as described in Section 3: Pediatric Dental Exclusions of this endorsement.

Benefits for Covered Dental Services are subject to satisfaction of the Dental Services Deductible.

### **Network Benefits:**

Benefits for Allowed Dental Amounts are determined as a percentage of the negotiated contract fee between the Company and the provider rather than a percentage of the provider's billed charge. The Company's negotiated rate with the provider is ordinarily lower than the provider's billed charge.

A Network provider cannot charge the Insured Person or the Company for any service or supply that is not Necessary as determined by the Company. If the Insured Person agrees to receive a service or supply that is not Necessary the Network provider may charge the Insured Person. However, these charges will not be considered Covered Dental Services and benefits will not be payable.

### **Non-Network Benefits:**

Benefits for Allowed Dental Amounts from non-Network providers are determined as a percentage of the Usual and Customary Fees. The Insured Person must pay the amount by which the non-Network provider's billed charge exceeds the Allowed Dental Amounts.

### **Dental Services Deductible**

Benefits for pediatric Dental Services provided under this endorsement are not subject to the Policy Deductible stated in the Policy *Schedule of Benefits*. Instead, benefits for pediatric Dental Services are subject to a separate Dental Services Deductible.



For any combination of Network and Non-Network Benefits, the Dental Services Deductible per Policy Year is \$500 per Insured Person.

**Out-of-Pocket Maximum** - any amount the Insured Person pays in Coinsurance for pediatric Dental Services under this endorsement applies to the Out-of-Pocket Maximum stated in the Policy *Schedule of Benefits*.

## Benefits

Dental Services Deductibles are calculated on a Policy Year basis.

When benefit limits apply, the limit stated refers to any combination of Network Benefits and Non-Network Benefits unless otherwise specifically stated.

Benefit limits are calculated on a Policy Year basis unless otherwise specifically stated.

### Benefit Description

Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.		
What Are the Procedure Codes, Benefit Description and Frequency Limitations?	Network Benefits	Non-Network Benefits
<b>Diagnostic Services - (Subject to payment of the Dental Services Deductible.)</b>		
<b>Evaluations (Checkup Exams)</b>  Limited to 2 times per 12 months. Covered as a separate benefit only if no other service was done during the visit other than X-rays.  D0120 - Periodic oral evaluation D0140 - Limited oral evaluation - problem focused D9995 - Teledentistry - synchronous - real time encounter D9996 - Teledentistry - asynchronous - information stored and forwarded to dentist for subsequent review D0150 - Comprehensive oral evaluation D0180 - Comprehensive periodontal evaluation  The following service is not subject to a frequency limit.  D0160 - Detailed and extensive oral evaluation - problem focused	50%	50%
<b>Intraoral Radiographs (X-ray)</b>  Limited to 2 series of films per 12 months.  D0210 - Complete series (including bitewings)	50%	50%
The following services are not subject to a frequency limit.  D0220 - Intraoral - periapical first film D0230 - Intraoral - periapical - each additional film D0240 - Intraoral - occlusal film	50%	50%

Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.		
What Are the Procedure Codes, Benefit Description and Frequency Limitations?	Network Benefits	Non-Network Benefits
Any combination of the following services is limited to 2 series of films per 12 months.  D0270 - Bitewings - single film D0272 - Bitewings - two films D0274 - Bitewings - four films D0277 - Vertical bitewings	50%	50%
Limited to 1 time per 36 months.  D0330 - Panoramic radiograph image	50%	50%
The following services are not subject to a frequency limit.  D0340 - Cephalometric X-ray D0350 - Oral/Facial photographic images D0391 - Interpretation of diagnostic images D0470 - Diagnostic casts	50%	50%
<b>Preventive Services - (Subject to payment of the Dental Services Deductible.)</b>		
<i>Dental Prophylaxis (Cleanings)</i>  <i>The following services are limited to 2 times every 12 months.</i>  D1110 - Prophylaxis - adult D1120 - Prophylaxis - child	50%	50%
<i>Fluoride Treatments</i>  <i>The following services are limited to 2 times every 12 months.</i>  D1206 and D1208 - Fluoride	50%	50%
<i>Sealants (Protective Coating)</i>  The following services are limited to once per first or second permanent molar every 36 months.  D1351 - Sealant - per tooth - unrestored permanent molar D1352 - Preventive resin restorations in moderate to high caries risk patient - permanent tooth	50%	50%
<i>Space Maintainers (Spacers)</i>  The following services are not subject to a frequency limit.  D1510 - Space maintainer - fixed - unilateral - per quadrant D1516 - Space maintainer - fixed - bilateral maxillary D1517 - Space maintainer - fixed - bilateral mandibular	50%	50%

Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.		
What Are the Procedure Codes, Benefit Description and Frequency Limitations?	Network Benefits	Non-Network Benefits
D1520 - Space maintainer - removable - unilateral - per quadrant D1526 - Space maintainer - removable - bilateral maxillary D1527 - Space maintainer - removable - bilateral mandibular D1551 - Re-cement or re-bond bilateral space maintainer - maxillary D1552 - Re-cement or re-bond bilateral space maintainer - mandibular D1553 - Re-cement or re-bond unilateral space maintainer - per quadrant D1556 - Removal of fixed unilateral space maintainer - per quadrant D1557 - Removal of fixed bilateral space maintainer - maxillary D1558 - Removal of fixed bilateral space maintainer - mandibular D1575 - Distal shoe space maintainer - fixed - unilateral per quadrant		
<b>Minor Restorative Services - (Subject to payment of the Dental Services Deductible.)</b>		
<i>Amalgam Restorations (Silver Fillings)</i>  The following services are not subject to a frequency limit.  D2140 - Amalgams - one surface, primary or permanent D2150 - Amalgams - two surfaces, primary or permanent D2160 - Amalgams - three surfaces, primary or permanent D2161 - Amalgams - four or more surfaces, primary or permanent	50%	50%
<i>Composite Resin Restorations (Tooth Colored Fillings)</i>  The following services are not subject to a frequency limit.  D2330 - Resin-based composite - one surface, anterior D2331 - Resin-based composite - two surfaces, anterior D2332 - Resin-based composite - three surfaces, anterior D2335 - Resin-based composite - four or more surfaces or involving incised angle, anterior	50%	50%
<b>Crowns/Inlays/Onlays - (Subject to payment of the Dental Services Deductible.)</b>		
The following services are subject to a limit of 1 time every 60 months.  D2542 - Onlay - metallic - two surfaces D2543 - Onlay - metallic - three surfaces	50%	50%

Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.		
What Are the Procedure Codes, Benefit Description and Frequency Limitations?	Network Benefits	Non-Network Benefits
D2544 - Onlay - metallic - four surfaces D2740 - Crown - porcelain/ceramic substrate D2750 - Crown - porcelain fused to high noble metal D2751 - Crown - porcelain fused to predominately base metal D2752 - Crown - porcelain fused to noble metal D2753 - Crown - porcelain fused to titanium and titanium alloys D2780 - Crown - 3/4 cast high noble metal D2781 - Crown - 3/4 cast predominately base metal D2783 - Crown - 3/4 porcelain/ceramic D2790 - Crown - full cast high noble metal D2791 - Crown - full cast predominately base metal D2792 - Crown - full cast noble metal D2794 - Crown - titanium and titanium alloys D2930 - Prefabricated stainless steel crown - primary tooth D2931 - Prefabricated stainless steel crown - permanent tooth  The following services are not subject to a frequency limit.  D2510 - Inlay - metallic - one surface D2520 - Inlay - metallic - two surfaces D2530 - Inlay - metallic - three surfaces D2910 - Re-cement inlay D2920 - Re-cement crown		
The following service is not subject to a frequency limit.  D2940 - Protective restoration	50%	50%
The following services are limited to 1 time per tooth every 60 months.  D2929 - Prefabricated porcelain crown - primary D2950 - Core buildup, including any pins	50%	50%
The following service is limited to 1 time per tooth every 60 months.  D2951 - Pin retention - per tooth, in addition to crown	50%	50%
<i>The following service is not subject to a frequency limit.</i>	50%	50%

Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.		
What Are the Procedure Codes, Benefit Description and Frequency Limitations?	Network Benefits	Non-Network Benefits
D2954 - Prefabricated post and core in addition to crown		
The following services are not subject to a frequency limit.  D2980 - Crown repair necessitated by restorative material failure D2981 - Inlay repair D2982 - Onlay repair D2983 - Veneer repair D2990 - Resin infiltration/smooth surface	50%	50%
<b>Endodontics - (Subject to payment of the Dental Services Deductible.)</b>		
<i>The following service is not subject to a frequency limit.</i> D3220 - Therapeutic pulpotomy (excluding final restoration)	50%	50%
<i>The following service is not subject to a frequency limit.</i>  D3222 - Partial pulpotomy for apexogenesis - permanent tooth with incomplete root development	50%	50%
<i>The following services are not subject to a frequency limit.</i>  D3230 - Pulpal therapy (resorbable filling) - anterior, primary tooth (excluding final restoration) D3240 - Pulpal therapy (resorbable filling) - posterior, primary tooth (excluding final restoration)	50%	50%
<i>The following services are not subject to a frequency limit.</i>  D3310 - Anterior root canal (excluding final restoration) D3320 - Bicuspid root canal (excluding final restoration) D3330 - Molar root canal (excluding final restoration) D3346 - Retreatment of previous root canal therapy - anterior D3347 - Retreatment of previous root canal therapy - bicuspid D3348 - Retreatment of previous root canal therapy - molar	50%	50%
<i>The following services are not subject to a frequency limit.</i>  D3351 - Apexification/recalcification - initial visit D3352 - Apexification/recalcification - interim medication replacement D3353 - Apexification/recalcification - final visit	50%	50%

Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.		
What Are the Procedure Codes, Benefit Description and Frequency Limitations?	Network Benefits	Non-Network Benefits
The following service is not subject to a frequency limit.  D3354 - Pulpal regeneration	50%	50%
The following services are not subject to a frequency limit.  D3410 - Apicoectomy/periradicular - anterior D3421 - Apicoectomy/periradicular - bicuspid D3425 - Apicoectomy/periradicular - molar D3426 - Apicoectomy/periradicular - each additional root	50%	50%
The following service is not subject to a frequency limit.  D3450 - Root amputation - per root	50%	50%
The following service is not subject to a frequency limit.  D3920 - Hemisection (including any root removal), not including root canal therapy	50%	50%
<b>Periodontics - (Subject to payment of the Dental Services Deductible.)</b>		
The following services are limited to a frequency of 1 every 36 months.  D4210 - Gingivectomy or gingivoplasty - four or more teeth D4211 - Gingivectomy or gingivoplasty - one to three teeth D4212 - Gingivectomy or gingivoplasty - with restorative procedures - per tooth	50%	50%
The following services are limited to 1 every 36 months.  D4240 - Gingival flap procedure, four or more teeth D4241 - Gingival flap procedure, including root planing, one to three contiguous teeth or tooth bounded spaces per quadrant	50%	50%
The following service is not subject to a frequency limit.  D4249 - Clinical crown lengthening - hard tissue	50%	50%
The following services are limited to 1 every 36 months.  D4260 - Osseous surgery D4261 - Osseous surgery (including flap entry and closure), one to three	50%	50%



Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.		
What Are the Procedure Codes, Benefit Description and Frequency Limitations?	Network Benefits	Non-Network Benefits
contiguous teeth or bounded teeth spaces per quadrant D4263 - Bone replacement graft - first site in quadrant		
The following services are not subject to a frequency limit.  D4270 - Pedicle soft tissue graft procedure D4271 - Free soft tissue graft procedure	50%	50%
The following services are not subject to a frequency limit.  D4273 - Subepithelial connective tissue graft procedures, per tooth D4275 - Soft tissue allograft D4277 - Free soft tissue graft - first tooth D4278 - Free soft tissue graft - additional teeth	50%	50%
The following services are limited to 1 time per quadrant every 24 months.  D4341 - Periodontal scaling and root planing - four or more teeth per quadrant D4342 - Periodontal scaling and root planing - one to three teeth per quadrant D4346 - Scaling in presence of generalized moderate or severe gingival inflammation - full mouth, after oral evaluation	50%	50%
The following service is limited to a frequency to 1 per lifetime.  D4355 - Full mouth debridement to enable comprehensive evaluation and diagnosis	50%	50%
The following service is limited to 4 times every 12 months in combination with prophylaxis.  D4910 - Periodontal maintenance	50%	50%
<b>Removable Dentures - (Subject to payment of the Dental Services Deductible.)</b>		
The following services are limited to a frequency of 1 every 60 months.  D5110 - Complete denture - maxillary D5120 - Complete denture - mandibular D5130 - Immediate denture - maxillary D5140 - Immediate denture - mandibular	50%	50%

Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.		
What Are the Procedure Codes, Benefit Description and Frequency Limitations?	Network Benefits	Non-Network Benefits
D5211 - Mandibular partial denture - resin base (including retentive/clasping materials, rests, and teeth) D5212 - Maxillary partial denture - resin base (including retentive/clasping materials, rests, and teeth) D5213 - Maxillary partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth) D5214 - Mandibular partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth) D5221 - Immediate maxillary partial denture - resin base (including retentive/clasping materials, rests and teeth) D5222 - Immediate mandibular partial denture - resin base (including retentive/clasping materials, rests and teeth) D5223 - Immediate maxillary partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth) D5224 - Immediate mandibular partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth) D5282 - Removable unilateral partial denture - one piece cast metal (including clasps and teeth), maxillary D5283 - Removable unilateral partial denture - one piece cast metal (including clasps and teeth), mandibular D5284 - Removable unilateral partial denture - one piece flexible base (including clasps and teeth) - per quadrant D5286 - Removable unilateral partial denture - one piece resin (including clasps and teeth) - per quadrant		
The following services are not subject to a frequency limit.  D5410 - Adjust complete denture - maxillary D5411 - Adjust complete denture - mandibular D5421 - Adjust partial denture - maxillary	50%	50%

Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.		
What Are the Procedure Codes, Benefit Description and Frequency Limitations?	Network Benefits	Non-Network Benefits
D5422 - Adjust partial denture - mandibular D5510 - Repair broken complete denture base D5511 - Repair broken complete denture base - mandibular D5512 - Repair broken complete denture base - maxillary D5520 - Replace missing or broken teeth - complete denture D5610 - Repair resin denture base D5611 - Repair resin partial denture base - mandibular D5612 - Repair resin partial denture base - maxillary D5620 - Repair cast framework D5621 - Repair cast partial framework - mandibular D5622 - Repair cast partial framework - maxillary D5630 - Repair or replace broken retentive/clasping materials - per tooth D5640 - Replace broken teeth - per tooth D5650 - Add tooth to existing partial denture D5660 - Add clasp to existing partial denture		
The following services are limited to rebasing performed more than 6 months after the initial insertion with a frequency limitation of 1 time per 12 months.  D5710 - Rebase complete maxillary denture D5720 - Rebase maxillary partial denture D5721 - Rebase mandibular partial denture D5730 - Reline complete maxillary denture D5731 - Reline complete mandibular denture D5740 - Reline maxillary partial denture D5741 - Reline mandibular partial denture D5750 - Reline complete maxillary denture (laboratory) D5751 - Reline complete mandibular denture (laboratory) D5752 - Reline complete mandibular denture (laboratory) D5760 - Reline maxillary partial denture (laboratory)	50%	50%

Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.		
What Are the Procedure Codes, Benefit Description and Frequency Limitations?	Network Benefits	Non-Network Benefits
D5761 - Reline mandibular partial denture (laboratory) - rebase/reline D5762 - Reline mandibular partial denture (laboratory) D5876 - Add metal substructure to acrylic full denture (per arch)		
The following services are not subject to a frequency limit.  D5850 - Tissue conditioning (maxillary) D5851 - Tissue conditioning (mandibular)	50%	50%
<b>Bridges (Fixed partial dentures) - (Subject to payment of the Dental Services Deductible.)</b>		
The following services are not subject to a frequency limit.  D6210 - Pontic - cast high noble metal D6211 - Pontic - cast predominately base metal D6212 - Pontic - cast noble metal D6214 - Pontic - titanium and titanium alloys D6240 - Pontic - porcelain fused to high noble metal D6241 - Pontic - porcelain fused to predominately base metal D6242 - Pontic - porcelain fused to noble metal D6243 - Pontic - porcelain fused to titanium and titanium alloys D6245 - Pontic - porcelain/ceramic	50%	50%
The following services are not subject to a frequency limit.  D6545 - Retainer - cast metal for resin bonded fixed prosthesis D6548 - Retainer - porcelain/ceramic for resin bonded fixed prosthesis	50%	50%
The following services are not subject to a frequency limit.  D6519 - Inlay/onlay - porcelain/ceramic D6520 - Inlay - metallic - two surfaces D6530 - Inlay - metallic - three or more surfaces D6543 - Onlay - metallic - three surfaces D6544 - Onlay - metallic - four or more surfaces	50%	50%
The following services are limited to 1 time every 60 months.  D6740 - Retainer crown - porcelain/ceramic D6750 - Retainer crown - porcelain fused to high noble metal	50%	50%

Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.		
What Are the Procedure Codes, Benefit Description and Frequency Limitations?	Network Benefits	Non-Network Benefits
D6751 - Retainer crown - porcelain fused to predominately base metal D6752 - Retainer crown - porcelain fused to noble metal D6753 - Retainer crown - porcelain fused to titanium and titanium alloys D6780 - Retainer crown - 3/4 cast high noble metal D6781 - Retainer crown - 3/4 cast predominately base metal D6782 - Retainer crown - 3/4 cast noble metal D6783 - Retainer crown - 3/4 porcelain/ceramic D6784 - Retainer crown - 3/4 titanium and titanium alloys D6790 - Retainer crown - full cast high noble metal D6791 - Retainer crown - full cast predominately base metal D6792 - Retainer crown - full cast noble metal		
The following service is not subject to a frequency limit.  D6930 - Re-cement or re-bond fixed partial denture	50%	50%
The following services are not subject to a frequency limit.  D6973 - Core build up for retainer, including any pins D6980 - Fixed partial denture repair necessitated by restorative material failure	50%	50%
<b>Oral Surgery - (Subject to payment of the Dental Services Deductible.)</b>		
The following service is not subject to a frequency limit.  D7140 - Extraction, erupted tooth or exposed root	50%	50%
The following services are not subject to a frequency limit.  D7210 - Surgical removal of erupted tooth requiring elevation of mucoperiosteal flap and removal of bone and/or section of tooth D7220 - Removal of impacted tooth - soft tissue D7230 - Removal of impacted tooth - partially bony D7240 - Removal of impacted tooth - completely bony D7241 - Removal of impacted tooth - completely bony with unusual surgical complications	50%	50%

Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.		
What Are the Procedure Codes, Benefit Description and Frequency Limitations?	Network Benefits	Non-Network Benefits
D7250 - Surgical removal or residual tooth roots D7251 - Coronectomy - intentional partial tooth removal		
The following service is not subject to a frequency limit.  D7270 - Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth	50%	50%
The following service is not subject to a frequency limit.  D7280 - Surgical access of an unerupted tooth	50%	50%
The following services are not subject to a frequency limit.  D7310 - Alveoloplasty in conjunction with extractions - per quadrant D7311 - Alveoloplasty in conjunction with extraction - one to three teeth or tooth space - per quadrant D7320 - Alveoloplasty not in conjunction with extractions - per quadrant D7321 - Alveoloplasty not in conjunction with extractions - one to three teeth or tooth space - per quadrant	50%	50%
The following service is not subject to a frequency limit.  D7471 - Removal of lateral exostosis (maxilla or mandible)	50%	50%
The following services are not subject to a frequency limit.  D7510 - Incision and drainage of abscess D7910 - Suture of recent small wounds up to 5 cm D7921 - Collect - apply autologous product D7953 - Bone replacement graft for ridge preservation - per site D7971 - Excision of pericoronal gingiva	50%	50%
<b>Adjunctive Services - (Subject to payment of the Dental Services Deductible.)</b>		
The following service is not subject to a frequency limit; however, it is covered as a separate benefit only if no other services (other than the exam and radiographs) were done on the same tooth during the visit.	50%	50%



Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.		
What Are the Procedure Codes, Benefit Description and Frequency Limitations?	Network Benefits	Non-Network Benefits
D9110 - Palliative (Emergency) treatment of dental pain - minor procedure		
Covered only when clinically Necessary.  D9220 - Deep sedation/general anesthesia first 30 minutes D9221 - Dental sedation/general anesthesia each additional 15 minutes D9222 - Deep sedation/general anesthesia - first 15 minutes D9239 - Intravenous moderate (conscious) sedation/anesthesia - first 15 minutes D9241 - Intravenous conscious sedation/analgesia - first 30 minutes D9242 - Intravenous conscious sedation/analgesia - each additional 15 minutes D9610 - Therapeutic drug injection, by report	50%	50%
Covered only when clinically Necessary  D9310 - Consultation (diagnostic service provided by a dentist or Physician other than the practitioner providing treatment)	50%	50%
The following is limited to 1 guard every 12 months.  D9944 - Occlusal guard - hard appliance, full arch D9945 - Occlusal guard - soft appliance, full arch D9946 - Occlusal guard - hard appliance, partial arch	50%	50%
<b>Implant Procedures - (Subject to payment of the Dental Services Deductible.)</b>		
The following services are limited to 1 time every 60 months.  D6010 - Endosteal implant D6012 - Surgical placement of interim implant body D6040 - Eposteal implant D6050 - Transosteal implant, including hardware D6053 - Implant supported complete denture D6054 - Implant supported partial denture D6055 - Connecting bar implant or abutment supported D6056 - Prefabricated abutment D6057 - Custom abutment	50%	50%

Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.		
What Are the Procedure Codes, Benefit Description and Frequency Limitations?	Network Benefits	Non-Network Benefits
D6058 - Abutment supported porcelain ceramic crown D6059 - Abutment supported porcelain fused to high noble metal D6060 - Abutment supported porcelain fused to predominately base metal crown D6061 - Abutment supported porcelain fused to noble metal crown D6062 - Abutment supported cast high noble metal crown D6063 - Abutment supported cast predominately base metal crown D6064 - Abutment supported porcelain/ceramic crown D6065 - Implant supported porcelain/ceramic crown D6066 - Implant supported crown - porcelain fused to high noble alloys D6067 - Implant supported crown - high noble alloys D6068 - Abutment supported retainer for porcelain/ceramic fixed partial denture D6069 - Abutment supported retainer for porcelain fused to high noble metal fixed partial denture D6070 - Abutment supported retainer for porcelain fused to predominately base metal fixed partial denture D6071 - Abutment supported retainer for porcelain fused to noble metal fixed partial denture D6072 - Abutment supported retainer for cast high noble metal fixed partial denture D6073 - Abutment supported retainer for predominately base metal fixed partial denture D6074 - Abutment supported retainer for cast metal fixed partial denture D6075 - Implant supported retainer for ceramic fixed partial denture D6076 - Implant supported retainer for FPD - porcelain fused to high noble alloys D6077 - Implant supported retainer for metal FPD - high noble alloys D6078 - Implant/abutment supported fixed partial denture for completely edentulous arch D6079 - Implant/abutment supported fixed partial denture for partially edentulous arch D6080 - Implant maintenance procedure		

Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.		
What Are the Procedure Codes, Benefit Description and Frequency Limitations?	Network Benefits	Non-Network Benefits
D6081 - Scaling and debridement in the presence of inflammation or mucositis of a single implant, including cleaning of the implant surfaces, without flap entry and closure D6082 - Implant supported crown - porcelain fused to predominantly base alloys D6083 - Implant supported crown - porcelain fused to noble alloys D6084 - Implant supported crown - porcelain fused to titanium and titanium alloys D6086 - Implant supported crown - predominantly base alloys D6087 - Implant supported crown - noble alloys D6088 - Implant supported crown - titanium and titanium alloys D6090 - Repair implant prosthesis D6091 - Replacement of semi-precision or precision attachment D6095 - Repair implant abutment D6096 - Remove broken implant retaining screw D6097 - Abutment supported crown - porcelain fused to titanium and titanium alloys D6098 - Implant supported retainer - porcelain fused to predominantly base alloys D6099 - Implant supported retainer for FPD - porcelain fused to noble alloys D6100 - Implant removal D6101 - Debridement peri-implant defect D6102 - Debridement and osseous peri-implant defect D6103 - Bone graft peri-implant defect D6104 - Bone graft implant replacement D6118 - Implant/abutment supported interim fixed denture for edentulous arch - mandibular D6119 - Implant/abutment supported interim fixed denture for edentulous arch - maxillary D6120 - Implant supported retainer - porcelain fused to titanium and titanium alloys D6121 - Implant supported retainer for metal FPD - predominantly base alloys D6122 - Implant supported retainer for metal FPD - noble alloys D6123 - Implant supported retainer for metal FPD - titanium and titanium alloys		

Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.		
What Are the Procedure Codes, Benefit Description and Frequency Limitations?	Network Benefits	Non-Network Benefits
D6190 - Implant index D6195 - Abutment supported retainer - porcelain fused to titanium and titanium alloys		
<b>Medically Necessary Orthodontics - (Subject to payment of the Dental Services Deductible.)</b>		
Benefits for comprehensive orthodontic treatment are approved by the Company, only in those instances that are related to an identifiable syndrome such as cleft lip and/or palate, Crouzon's Syndrome, Treacher-Collins Syndrome, Pierre-Robin Syndrome, hemi-facial atrophy, hemi-facial hypertrophy; or other severe craniofacial deformities which result in a physically handicapping malocclusion as determined by the Company's dental consultants. Benefits are not available for comprehensive orthodontic treatment for crowded dentitions (crooked teeth), excessive spacing between teeth, temporomandibular joint (TMJ) conditions and/or having horizontal/vertical (overjet/overbite) discrepancies.		
All orthodontic treatment must be prior authorized.		
Services or supplies furnished by a Dental Provider in order to diagnose or correct misalignment of the teeth or the bite. Benefits are available only when the service or supply is determined to be medically Necessary.		
The following services are not subject to a frequency limitation as long as benefits have been prior authorized.  D8010 - Limited orthodontic treatment of the primary dentition D8020 - Limited orthodontic treatment of the transitional dentition D8030 - Limited orthodontic treatment of the adolescent dentition D8050 - Interceptive orthodontic treatment of the primary dentition D8060 - Interceptive orthodontic treatment of the transitional dentition D8070 - Comprehensive orthodontic treatment of the transitional dentition D8080 - Comprehensive orthodontic treatment of the adolescent dentition D8210 - Removable appliance therapy D8220 - Fixed appliance therapy D8660 - Pre-orthodontic treatment visit D8670 - Periodic orthodontic treatment visit D8680 - Orthodontic retention D8695 - Removal of fixed orthodontic appliances for reasons other than completion of treatment D8696 - Repair of orthodontic appliance - maxillary D8697 - Repair of orthodontic appliance - mandibular D8698 - Re-cement or re-bond fixed retainer - maxillary D8699 - Re-cement or re-bond fixed retainer - mandibular D8701 - Repair of fixed retainer, includes reattachment - maxillary D8702 - Repair of fixed retainer, includes reattachment - mandibular	50%	50%

### Section 3: Pediatric Dental Exclusions

Except as may be specifically provided in this endorsement under Section 2: Benefits for Covered Dental Services, benefits are not provided under this endorsement for the following:

1. Any Dental Service or Procedure not listed as a Covered Dental Service in this endorsement in Section 2: Benefits for Covered Dental Services.
2. Dental Services that are not Necessary.
3. Hospitalization or other facility charges.
4. Any Dental Procedure performed solely for cosmetic/aesthetic reasons. (Cosmetic procedures are those procedures that improve physical appearance.)
5. Reconstructive surgery, regardless of whether or not the surgery is incidental to a dental disease, Injury, or Congenital Condition, when the primary purpose is to improve physiological functioning of the involved part of the body.
6. Any Dental Procedure not directly associated with dental disease.
7. Any Dental Procedure not performed in a dental setting.
8. Procedures that are considered to be Experimental or Investigational or Unproven Services. This includes pharmacological regimens not accepted by the American Dental Association (ADA) Council on Dental Therapeutics. The fact that an Experimental, or Investigational or Unproven Service, treatment, device or pharmacological regimen is the only available treatment for a particular condition will not result in benefits if the procedure is considered to be Experimental or Investigational or Unproven Service in the treatment of that particular condition.
9. Drugs/medications, received with or without a prescription, unless they are dispensed and utilized in the dental office during the patient visit.
10. Setting of facial bony fractures and any treatment associated with the dislocation of facial skeletal hard tissue.
11. Treatment of benign neoplasms, cysts, or other pathology involving benign lesions, except excisional removal. Treatment of malignant neoplasms or Congenital Conditions of hard or soft tissue, including excision.
12. Replacement of complete dentures, fixed and removable partial dentures or crowns and implants, implant crowns and prosthesis if damage or breakage was directly related to provider error. This type of replacement is the responsibility of the Dental Provider. If replacement is Necessary because of patient non-compliance, the patient is liable for the cost of replacement.
13. Services related to the temporomandibular joint (TMJ), either bilateral or unilateral. Upper and lower jaw bone surgery (including surgery related to the temporomandibular joint). Orthognathic surgery, jaw alignment, and treatment for the temporomandibular joint.
14. Charges for not keeping a scheduled appointment without giving the dental office 24 hours notice.
15. Expenses for Dental Procedures begun prior to the Insured Person becoming enrolled for coverage provided through this endorsement to the Policy.
16. Dental Services otherwise covered under the Policy, but rendered after the date individual coverage under the Policy terminates, including Dental Services for dental conditions arising prior to the date individual coverage under the Policy terminates.
17. Services rendered by a provider with the same legal residence as the Insured Person or who is a member of the Insured Person's family, including spouse, brother, sister, parent or child.
18. Foreign Services are not covered unless required for a Dental Emergency.
19. Fixed or removable prosthodontic restoration procedures for complete oral rehabilitation or reconstruction.
20. Procedures related to the reconstruction of a patient's correct vertical dimension of occlusion (VDO).
21. Billing for incision and drainage if the involved abscessed tooth is removed on the same date of service.
22. Placement of fixed partial dentures solely for the purpose of achieving periodontal stability.
23. Acupuncture; acupressure and other forms of alternative treatment, whether or not used as anesthesia.
24. Orthodontic coverage does not include the installation of a space maintainer, any treatment related to treatment of the temporomandibular joint, any surgical procedure to correct a malocclusion, replacement of lost or broken retainers and/or habit appliances, and any fixed or removable interceptive orthodontic appliances previously submitted for payment under the Policy.

### Section 4: Claims for Pediatric Dental Services

When obtaining Dental Services from a non-Network Dental Provider, the Insured Person will be required to pay all billed charges directly to the Dental Provider. The Insured Person may then seek reimbursement from the Company. The Insured Person must provide the Company with all of the information identified below.

#### Reimbursement for Dental Services

The Insured Person is responsible for sending a request for reimbursement to the Company, on a form provided by or satisfactory to the Company.

**Claim Forms.** It is not necessary to include a claim form with the proof of loss. However, the proof must include all of the following information:

- Insured Person's name and address.
- Insured Person's identification number.
- The name and address of the provider of the service(s).
- A diagnosis from the Dental Provider including a complete dental chart showing extractions, fillings or other dental services rendered before the charge was incurred for the claim.
- Radiographs, lab or hospital reports.
- Casts, molds or study models.
- Itemized bill which includes the CPT or ADA codes or description of each charge.
- The date the dental disease began.
- A statement indicating that the Insured Person is or is not enrolled for coverage under any other health or dental insurance plan or program. If enrolled for other coverage, The Insured Person must include the name of the other carrier(s).

To file a claim, submit the above information to the Company at the following address:

UnitedHealthcare Dental  
ATTN: Claims Unit  
P. O. Box 30567  
Salt Lake City, UT 84130-0567

If the Insured Person would like to use a claim form, call Customer Service at 1-877-816-3596. This number is also listed on the Insured's Dental ID Card. If the Insured Person does not receive the claim form within 15 calendar days of the request, the proof of loss may be submitted with the information stated above.

## Section 5: Defined Terms for Pediatric Dental Services

The following definitions are in addition to those listed in the Definitions section of the Certificate of Coverage:

**Allowed Dental Amounts** - Allowed Dental Amounts for Covered Dental Services, incurred while the Policy is in effect, are determined as stated below:

- For Network Benefits, when Covered Dental Services are received from Network Dental Providers, Allowed Dental Amounts are the Company's contracted fee(s) for Covered Dental Services with that provider.
- For Non-Network Benefits, when Covered Dental Services are received from Non-Network Dental Providers, Allowed Dental Amounts are the Usual and Customary Fees, as defined below.

**Covered Dental Service** – a Dental Service or Dental Procedure for which benefits are provided under this endorsement.

**Dental Emergency** - a dental condition or symptom resulting from dental disease which arises suddenly and, in the judgment of a reasonable person, requires immediate care and treatment, and such treatment is sought or received within 24 hours of onset.

**Dental Provider** - any dentist or dental practitioner who is duly licensed and qualified under the law of jurisdiction in which treatment is received to render Dental Services, perform dental surgery or administer anesthetics for dental surgery.

**Dental Service or Dental Procedures** - dental care or treatment provided by a Dental Provider to the Insured Person while the Policy is in effect, provided such care or treatment is recognized by the Company as a generally accepted form of care or treatment according to prevailing standards of dental practice.

**Dental Services Deductible** - the amount the Insured Person must pay for Covered Dental Services in a Policy Year before the Company will begin paying for Network or Non-Network Benefits in that Policy Year.

**Experimental, Investigational, or Unproven Service** - medical, dental, surgical, diagnostic, or other health care services, technologies, supplies, treatments, procedures, drug therapies or devices that, at the time the Company makes a determination regarding coverage in a particular case, is determined to be:

- Not approved by the U.S. Food and Drug Administration (FDA) to be lawfully marketed for the proposed use and not identified in the American Hospital Formulary Service or the United States Pharmacopoeia Dispensing Information as appropriate for the proposed use; or
- Subject to review and approval by any institutional review board for the proposed use; or



- The subject of an ongoing clinical trial that meets the definition of a Phase 1, 2, or 3 clinical trial set forth in the FDA regulations, regardless of whether the trial is actually subject to FDA oversight; or
- Not determined through prevailing peer-reviewed professional literature to be safe and effective for treating or diagnosing the condition or Sickness for which its use is proposed.

**Foreign Services** - services provided outside the U.S. and U.S. Territories.

**Necessary** - Dental Services and supplies under this endorsement which are determined by the Company through case-by-case assessments of care based on accepted dental practices to be appropriate and are all of the following:

- Necessary to meet the basic dental needs of the Insured Person.
- Rendered in the most cost-efficient manner and type of setting appropriate for the delivery of the Dental Service.
- Consistent in type, frequency and duration of treatment with scientifically based guidelines of national clinical, research, or health care coverage organizations or governmental agencies that are accepted by the Company.
- Consistent with the diagnosis of the condition.
- Required for reasons other than the convenience of the Insured Person or his or her Dental Provider.
- Demonstrated through prevailing peer-reviewed dental literature to be either:
  - Safe and effective for treating or diagnosing the condition or sickness for which their use is proposed; or
  - Safe with promising efficacy
    - For treating a life threatening dental disease or condition.
    - Provided in a clinically controlled research setting.
    - Using a specific research protocol that meets standards equivalent to those defined by the National Institutes of Health.

(For the purpose of this definition, the term life threatening is used to describe dental diseases or sicknesses or conditions, which are more likely than not to cause death within one year of the date of the request for treatment.)

The fact that a Dental Provider has performed or prescribed a procedure or treatment or the fact that it may be the only treatment for a particular dental disease does not mean that it is a Necessary Covered Dental Service as defined in this endorsement. The definition of Necessary used in this endorsement relates only to benefits under this endorsement and differs from the way in which a Dental Provider engaged in the practice of dentistry may define necessary.

**Network** - a group of Dental Providers who are subject to a participation agreement in effect with the Company, directly or through another entity, to provide Dental Services to Insured Persons. The participation status of providers will change from time to time.

**Network Benefits** - benefits available for Covered Dental Services when provided by a Dental Provider who is a Network Dentist.

**Non-Network Benefits** - benefits available for Covered Dental Services obtained from Non-Network Dentists.

**Usual and Customary Fee** - Usual and Customary Fees are calculated by the Company based on available data resources of competitive fees in that geographic area.

Usual and Customary Fees must not exceed the fees that the provider would charge any similarly situated payor for the same services.

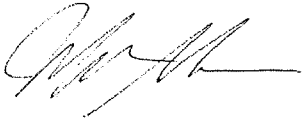
Usual and Customary Fees are determined solely in accordance with the Company's reimbursement policy guidelines. The Company's reimbursement policy guidelines are developed by the Company, in its discretion, following evaluation and validation of all provider billings in accordance with one or more of the following methodologies:

- As indicated in the most recent edition of the Current Procedural Terminology (publication of the American Dental Association).
- As reported by generally recognized professionals or publications.
- As utilized for Medicare.
- As determined by medical or dental staff and outside medical or dental consultants.
- Pursuant to other appropriate source or determination that the Company accepts.

# UNITEDHEALTHCARE INSURANCE COMPANY

## POLICY ENDORSEMENT

This endorsement takes effect and expires concurrently with the Policy to which it is attached and is subject to all the terms and conditions of the Policy not inconsistent therewith.



President

It is hereby understood and agreed that the Policy to which this endorsement is attached is amended as follows:

### **Pediatric Vision Care Services Benefits**

Benefits are provided under this endorsement for Vision Care Services, as described below, for Insured Persons under the age of 19. Benefits under this endorsement terminate on the earlier of: 1) last day of the month the Insured Person reaches the age of 19; or 2) the date the Insured Person's coverage under the Policy terminates.

#### **Section 1: Benefits for Pediatric Vision Care Services**

Benefits are available for pediatric Vision Care Services from a Spectera Eyecare Networks or non-Network Vision Care Provider. To find a Spectera Eyecare Networks Vision Care Provider, the Insured Person may call the provider locator service at 1-800-839-3242. The Insured Person may also access a listing of Spectera Eyecare Networks Vision Care Providers on the Internet at [www.myuhcvision.com](http://www.myuhcvision.com).

When Vision Care Services are obtained from a non-Network Vision Care Provider, the Insured Person will be required to pay all billed charges at the time of service. The Insured Person may then seek reimbursement from the Company as described in this endorsement under Section 3: Claims for Vision Care Services. Reimbursement will be limited to the amounts stated below.

When obtaining these Vision Care Services from a Spectera Eyecare Networks Vision Care Provider, the Insured Person will be required to pay any Copayments at the time of service.

#### **Network Benefits:**

Benefits for Vision Care Services are determined based on the negotiated contract fee between the Company and the Vision Care Provider. The Company's negotiated rate with the Vision Care Provider is ordinarily lower than the Vision Care Provider's billed charge.

#### **Non-Network Benefits:**

Benefits for Vision Care Services from non-Network providers are determined as a percentage of the provider's billed charge.

**Out-of-Pocket Maximum** - any amount the Insured Person pays in Coinsurance for Vision Care Services under this endorsement applies to the Out-of-Pocket Maximum stated in the Policy Schedule of Benefits. Any amount the Insured Person pays in Copayments for Vision Care Services under this endorsement applies to the Out-of-Pocket Maximum stated in the Policy Schedule of Benefits.

## Policy Deductible

Benefits for pediatric Vision Care Services provided under this endorsement are not subject to any Policy Deductible stated in the Policy Schedule of Benefits. Any amount the Insured Person pays in Copayments for Vision Care Services under this endorsement does not apply to the Policy Deductible stated in the Policy Schedule of Benefits.

## What Are the Benefit Descriptions?

### Benefits

When benefit limits apply, the limit stated refers to any combination of Network Benefits and non-Network Benefits unless otherwise specifically stated.

Benefit limits are calculated on a Policy Year basis unless otherwise specifically stated.

### Frequency of Service Limits

Benefits are provided for the Vision Care Services described below, subject to Frequency of Service limits and Copayments and Coinsurance stated under each Vision Care Service in the Schedule of Benefits below.

### Routine Vision Examination

A routine vision examination of the eyes and according to the standards of care in the area where the Insured Person resides, including:

- A patient history that includes reasons for exam, patient medical/eye history, and current medications.
- Visual acuity with each eye and both eyes, far and near, with and without glasses or contact lenses (for example, 20/20 and 20/40).
- Cover test at 20 feet and 16 inches (checks how the eyes work together as a team).
- Ocular motility (how the eyes move) near point convergence (how well eyes move together for near vision tasks, such as reading), and depth perception (3D vision).
- Pupil reaction to light and focusing.
- Exam of the eye lids, lashes, and outside of the eye.
- Retinoscopy (when needed) – helps to determine the starting point of the refraction which determines the lens power of the glasses.
- Phorometry/Binocular testing – far and near: how well eyes work as a team.
- Tests of accommodation – how well the Insured Person sees up close (for example, reading).
- Tonometry, when indicated: test pressure in eye (glaucoma check).
- Ophthalmoscopic examination of the inside of the eye.
- Visual field testing.
- Color vision testing.
- Diagnosis/prognosis.
- Specific recommendations.

Post exam procedures will be performed only when materials are required.

Or, in lieu of a complete exam, Retinoscopy (when applicable) - objective refraction to determine lens power of corrective lenses and subjective refraction to determine lens power of corrective lenses.

### Eyeglass Lenses

Lenses that are placed in eyeglass frames and worn on the face to correct visual acuity limitations.

The Insured Person is eligible to choose only one of either eyeglasses (Eyeglass Lenses and/or Eyeglass Frames) or Contact Lenses. If the Insured Person selects more than one of these Vision Care Services, the Company will pay benefits for only one Vision Care Service.

If the Insured Person purchases Eyeglass Lenses and Eyeglass Frames at the same time from the same Spectera Eyecare Networks Vision Care Provider, only one Copayment will apply to those Eyeglass Lenses and Eyeglass Frames together.

## Eyeglass Frames

A structure that contains eyeglass lenses, holding the lenses in front of the eyes and supported by the bridge of the nose.

The Insured Person is eligible to choose only one of either eyeglasses (Eyeglass Lenses and/or Eyeglass Frames) or Contact Lenses. If the Insured Person selects more than one of these Vision Care Services, the Company will pay benefits for only one Vision Care Service.

If the Insured Person purchases Eyeglass Lenses and Eyeglass Frames at the same time from the same Spectera Eyecare Networks Vision Care Provider, only one Copayment will apply to those Eyeglass Lenses and Eyeglass Frames together.

## Contact Lenses

Lenses worn on the surface of the eye to correct visual acuity limitations.

Benefits include the fitting/evaluation fees, contact lenses, and follow-up care.

The Insured Person is eligible to choose only one of either eyeglasses (Eyeglass Lenses and/or Eyeglass Frames) or Contact Lenses. If the Insured Person selects more than one of these Vision Care Services, the Company will pay benefits for only one Vision Care Service.

## Necessary Contact Lenses

Benefits are available when a Vision Care Provider has determined a need for and has prescribed the contact lens. Such determination will be made by the Vision Care Provider and not by the Company.

Contact lenses are necessary if the Insured Person has any of the following:

- Keratoconus.
- Anisometropia.
- Irregular corneal/astigmatism.
- Aphakia.
- Facial deformity.
- Corneal deformity.
- Pathological myopia.
- Aniseikonia.
- Aniridia.
- Post-traumatic disorders.

## Schedule of Benefits

Vision Care Service	Frequency of Service	Network Benefit	Non-Network Benefit
<b>Routine Vision Examination or Refraction only in lieu of a complete exam.</b>	Once per year.	100% after a Copayment of \$20.	50% of the billed charge.
<b>Eyeglass Lenses</b>	Once per year.		
• Single Vision		100% after a Copayment of \$40.	50% of the billed charge.
• Bifocal		100% after a Copayment of \$40.	50% of the billed charge.
• Trifocal		100% after a Copayment of \$40.	50% of the billed charge.
• Lenticular		100% after a Copayment of \$40.	50% of the billed charge.
<b>Lens Extras</b>	Once per year.		
• Polycarbonate lenses		100%	100% of the billed charge.

Vision Care Service	Frequency of Service	Network Benefit	Non-Network Benefit
<ul style="list-style-type: none"> <li>Standard scratch-resistant coating</li> </ul>		100%	100% of the billed charge.

Vision Care Service	Frequency of Service	Network Benefit	Non-Network Benefit
<b>Eyeglass Frames</b>	Once per year.		
<ul style="list-style-type: none"> <li>Eyeglass frames with a retail cost up to \$130.</li> </ul>		100%	50% of the billed charge.
<ul style="list-style-type: none"> <li>Eyeglass frames with a retail cost of \$130 - \$160.</li> </ul>		100% after a Copayment of \$15.	50% of the billed charge.
<ul style="list-style-type: none"> <li>Eyeglass frames with a retail cost of \$160 - \$200.</li> </ul>		100% after a Copayment of \$30.	50% of the billed charge.
<ul style="list-style-type: none"> <li>Eyeglass frames with a retail cost of \$200 - \$250.</li> </ul>		100% after a Copayment of \$50.	50% of the billed charge.
<ul style="list-style-type: none"> <li>Eyeglass frames with a retail cost greater than \$250.</li> </ul>		60%	50% of the billed charge.

Vision Care Service	Frequency of Service	Network Benefit	Non-Network Benefit
<b>Contact Lenses Fitting &amp; Evaluation</b>	Once per year.	100%	100% of the billed charge.
<b>Contact Lenses</b>			
<ul style="list-style-type: none"> <li>Covered Contact Lens Selection</li> </ul>	Limited to a 12 month supply.	100% after a Copayment of \$40.	50% of the billed charge.
<ul style="list-style-type: none"> <li>Necessary Contact Lenses</li> </ul>	Limited to a 12 month supply.	100% after a Copayment of \$40.	50% of the billed charge.

## Section 2: Pediatric Vision Exclusions

Except as may be specifically provided in this endorsement under Section 1: Benefits for Pediatric Vision Care Services, benefits are not provided under this endorsement for the following:

1. Medical or surgical treatment for eye disease which requires the services of a Physician and for which benefits are available as stated in the policy.
2. Non-prescription items (e.g. Plano lenses).
3. Replacement or repair of lenses and/or frames that have been lost or broken.
4. Optional Lens Extras not listed in Section 1: Benefits for Vision Care Services.
5. Missed appointment charges.
6. Applicable sales tax charged on Vision Care Services.

## Section 3: Claims for Pediatric Vision Care Services

When obtaining Vision Care Services from a non-Network Vision Care Provider, the Insured Person will be required to pay all billed charges directly to the Vision Care Provider. The Insured Person may then seek reimbursement from the Company. Information about claim timelines and responsibilities in the General Provisions section in the Certificate of Coverage applies to Vision Care Services provided under this endorsement, except that when the Insured Person submits a Vision Services claim, the Insured Person must provide the Company with all of the information identified below.

### Reimbursement for Vision Care Services

To file a claim for reimbursement for Vision Care Services rendered by a non-Network Vision Care Provider, or for Vision Care Services covered as reimbursements (whether or not rendered by a Spectera Eyecare Networks Vision Care Provider or a non-Network Vision Care Provider), the Insured Person must provide all of the following information at the address specified below:

- Insured Person's itemized receipts.
- Insured Person's name.
- Insured Person's identification number from the ID card.
- Insured Person's date of birth.

Submit the above information to the Company:

By mail:

Claims Department  
P.O. Box 30978  
Salt Lake City, UT 84130

By facsimile (fax):

1-248-733-6060

## Section 4: Defined Terms for Pediatric Vision Care Services

The following definitions are in addition to those listed in Definitions section of the Certificate of Coverage:

**Covered Contact Lens Selection** - a selection of available contact lenses that may be obtained from a Spectera Eyecare Networks Vision Care Provider on a covered-in-full basis, subject to payment of any applicable Copayment.

**Spectera Eyecare Networks** - any optometrist, ophthalmologist, optician or other person designated by the Company who provides Vision Care Services for which benefits are available under the Policy.

**Vision Care Provider** - any optometrist, ophthalmologist, optician or other person who may lawfully provide Vision Care Services.

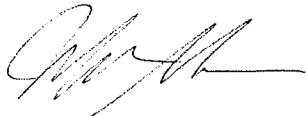
**Vision Care Service** - any service or item listed in this endorsement in Section 1: Benefits for Pediatric Vision Care Services.



# UNITEDHEALTHCARE INSURANCE COMPANY

## POLICY ENDORSEMENT

This endorsement takes effect and expires concurrently with the Policy to which it is attached and is subject to all of the terms and conditions of the Policy not inconsistent therewith.



President

It is hereby understood and agreed that the Policy to which this endorsement is attached is amended as follows:

### UnitedHealthcare Pharmacy (UHCP) Prescription Drug Benefits

#### Benefits for Prescription Drug Products

Benefits are available for Prescription Drug Products when dispensed at a UHCP Network Pharmacy as specified in the Policy Schedule of Benefits subject to all terms of the Policy and the provisions, definitions and exclusions specified in this endorsement.

Benefits for Prescription Drug Products are subject to supply limits and Copayments and/or Coinsurance or other payments that vary depending on which of the tiers of the Prescription Drug List the Prescription Drug Product is placed. Refer to the Policy Schedule of Benefits for applicable supply limits and Copayments and/or Coinsurance requirements.

Benefit for Prescription Drug Products are available when the Prescription Drug Product meets the definition of a Covered Medical Expense.

Benefits are available for refills of Prescription Drug Products only when dispensed as ordered by a Physician and only after  $\frac{3}{4}$  of the original Prescription Drug Product has been used. For select controlled medications filled at a retail Network Pharmacy, refills are available when 90% of the original Prescription Drug Product has been used.

The Insured must present their ID card to the Network Pharmacy when the prescription is filled. If the Insured does not present their ID card to the Network Pharmacy, they will need to pay for the Prescription Drug and then submit a reimbursement form along with the paid receipts in order to be reimbursed. Insureds may obtain reimbursement forms by visiting [www.firststudent.com](http://www.firststudent.com) and logging in to their online account or by calling *Customer Service* at 1-855-828-7716.

Information on Network Pharmacies is available at [www.firststudent.com](http://www.firststudent.com) or by calling *Customer Service* at 1-855-828-7716.

When prescriptions are filled at pharmacies outside a Network Pharmacy, the Insured must pay for the Prescription Drugs out of pocket and submit the receipts for reimbursement as described in the How to File a Claim for Injury and Sickness Benefits section in the Certificate of Coverage.

#### Copayment and/or Coinsurance Amount

For Prescription Drug Products at a retail Network Pharmacy, Insured Persons are responsible for paying the lowest of:

- The applicable Copayment and/or Coinsurance.
- The Network Pharmacy's Usual and Customary Fee for the Prescription Drug Product.
- The Prescription Drug Charge for that Prescription Drug Product.

The Insured Person is not responsible for paying a Copayment and/or Coinsurance for PPACA Zero Cost Share Preventive Care Medications.

## Supply Limits

Benefits for Prescription Drug Products are subject to supply limits as written by the Physician and the supply limits that are stated in the Policy Schedule of Benefits, unless adjusted based on the drug manufacturer's packaging size. For a single Copayment and/or Coinsurance, the Insured may receive a Prescription Drug Product up to the stated supply limit.

When a Prescription Drug Product is packaged or designed to deliver in a manner that provides more than a consecutive 31-day supply, the Copayment and/or Coinsurance that applies will reflect the number of days dispensed.

Note: Some products are subject to additional supply limits based on criteria that the Company has developed. Supply limits are subject, from time to time, to the Company's review and change. This may limit the amount dispensed per Prescription Order or Refill and/or the amount dispensed per month's supply or may require that a minimum amount be dispensed.

The Insured may find out whether a Prescription Drug Product has been assigned a maximum quantity level for dispensing at [www.firststudent.com](http://www.firststudent.com) or by calling *Customer Service* at 1-855-828-7716.

## If a Brand-name Drug Becomes Available as a Generic

If a Generic becomes available for a Brand-name Prescription Drug Product, the tier placement of the Brand-name Prescription Drug may change. Therefore the Copayment and/or Coinsurance may change or the Insured will no longer have benefits for that particular Brand-name Prescription Drug Product.

## Designated Pharmacies

If the Insured requires certain Prescription Drug Products, including, but not limited to, Specialty Prescription Drug Products, the Company may direct the Insured to a Designated Pharmacy with whom the Company has an arrangement to provide those Prescription Drug Products.

If the Insured is directed to a Designated Pharmacy and chooses not to obtain their Prescription Drug Product from a Designated Pharmacy, the Insured may opt-out of the Designated Pharmacy program at [www.firststudent.com](http://www.firststudent.com) or by calling *Customer Service* at 1-855-828-7716. If the Insured opts-out of the program and fills their Prescription Drug Product at a non-Designated Pharmacy but does not inform the Company, the Insured will be responsible for the entire cost of the Prescription Drug Product.

If the Insured is directed to a Designated Pharmacy and has informed the Company of their decision not to obtain their Prescription Drug Product from a Designated Pharmacy, no benefits will be paid for that Prescription Drug Product. For a Specialty Prescription Drug Product, if the Insured chooses to obtain their Specialty Prescription Drug Product at a Non-Preferred Specialty Network Pharmacy, the Insured will be required to pay 2 times the retail Network Pharmacy Copayment and/or 2 times the retail Network Pharmacy Coinsurance (up to 50% of the Prescription Drug Charge) based on the applicable tier.

## Specialty Prescription Drug Products

Benefits are provided for Specialty Prescription Drug Products.

If the Insured requires Specialty Prescription Drug Products, the Company may direct the Insured to a Designated Pharmacy with whom the Company has an arrangement to provide those Specialty Prescription Drug Products.

If the Insured is directed to a Designated Pharmacy and the Insured has informed the Company of their decision not to obtain their Specialty Prescription Drug Product from a Designated Pharmacy, and the Insured chooses to obtain their Specialty Prescription Drug Product at a Non-Preferred Specialty Network Pharmacy, the Insured will be required to pay 2 times the retail Network Pharmacy Copayment and/or 2 times the retail Network Pharmacy Coinsurance (up to 50% of the Prescription Drug Charge) based on the applicable tier.

The Company designates certain Network Pharmacies to be Preferred Specialty Network Pharmacies. The Company may periodically change the Preferred Specialty Network Pharmacy designation of a Network Pharmacy. These changes may occur without prior notice to the Insured unless required by law. The Insured may find out whether a Network Pharmacy is a Preferred Specialty Network Pharmacy at [www.firststudent.com](http://www.firststudent.com) or by calling *Customer Service* at 1-855-828-7716.

If the Insured chooses to obtain their Specialty Prescription Drug Product at a Non-Preferred Specialty Network Pharmacy, the Insured will be required to pay 2 times the retail Network Pharmacy Copayment and/or 2 times the retail Network Pharmacy Coinsurance (up to 50% of the Prescription Drug Charge) based on the applicable tier.

Please see the Definitions Section for a full description of Specialty Prescription Drug Product and Designated Pharmacy.

The following supply limits apply to Specialty Prescription Drug Products.

As written by the Physician, up to a consecutive 31-day supply of a Specialty Prescription Drug Product, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits.

When a Specialty Prescription Drug Product is packaged or designed to deliver in a manner that provides more than a consecutive 31-day supply, the Copayment and/or Coinsurance that applies will reflect the number of days dispensed.

If a Specialty Prescription Drug Product is provided for less than or more than a 31-day supply, the Copayment and/or Coinsurance that applies will reflect the number of days dispensed.

Supply limits apply to Specialty Prescription Drug Products obtained at a Preferred Specialty Network Pharmacy, a Non-Preferred Specialty Network Pharmacy or a Designated Pharmacy.

## Prior Authorization Requirements

Before certain Prescription Drug Products are dispensed at a Network Pharmacy, either the Insured's Physician, Insured's pharmacist or the Insured is required to obtain prior authorization from the Company or the Company's designee. The reason for obtaining prior authorization from the Company is to determine whether the Prescription Drug Product, in accordance with the Company's approved guidelines, is each of the following:

- It meets the definition of a Covered Medical Expense.
- It is not an Experimental or Investigational or Unproven Service.

If the Insured does not obtain prior authorization from the Company before the Prescription Drug Product is dispensed, the Insured may pay more for that Prescription Order or Refill. The Prescription Drugs requiring prior authorization are subject, from time to time, to the Company's review and change. There may be certain Prescription Drug Products that require the Insured to notify the Company directly rather than the Insured's Physician or pharmacist. The Insured may determine whether a particular Prescription Drug requires prior authorization at [www.firststudent.com](http://www.firststudent.com) or by calling *Customer Service* at 1-855-828-7716.

If the Insured does not obtain prior authorization from the Company before the Prescription Drug Product is dispensed, the Insured can ask the Company to consider reimbursement after the Insured receives the Prescription Drug Product. The Insured will be required to pay for the Prescription Drug Product at the pharmacy.

When the Insured submits a claim on this basis, the Insured may pay more because they did not obtain prior authorization from the Company before the Prescription Drug Product was dispensed. The amount the Insured is reimbursed will be based on the Prescription Drug Charge, less the required Copayment and/or Coinsurance and any Deductible that applies.

Benefits may not be available for the Prescription Drug Product after the Company reviews the documentation provided and determines that the Prescription Drug Product is not a Covered Medical Expense or it is an Experimental or Investigational or Unproven Service.

## Step Therapy

Certain Prescription Drug Products for which benefits are provided are subject to step therapy requirements. In order to receive benefits for such Prescription Drug Products an Insured must use a different Prescription Drug Product(s) first.

The Insured may find out whether a Prescription Drug Product is subject to step therapy requirements at [www.firststudent.com](http://www.firststudent.com) or by calling *Customer Service* at 1-855-828-7716.

## Limitation on Selection of Pharmacies

If the Company determines that an Insured Person may be using Prescription Drug Products in a harmful or abusive manner, or with harmful frequency, the Insured Person's choice of Network Pharmacies may be limited. If this happens, the Company may require the Insured to choose one Network Pharmacy that will provide and coordinate all future pharmacy services. Benefits will be paid only if the Insured uses the chosen Network Pharmacy. If the Insured does not make a selection within 31 days of the date the Company notifies the Insured, the Company will choose a Network Pharmacy for the Insured.

## Coverage Policies and Guidelines

The Company's Prescription Drug List (PDL) Management Committee makes tier placement changes on the Company's behalf. The PDL Management Committee places FDA-approved Prescription Drug Products into tiers by considering a number of factors including clinical and economic factors. Clinical factors may include review of the place in therapy or use as compared to other similar product or services, site of care, relative safety or effectiveness of the Prescription Drug Product, as well as if certain supply limits or prior authorization requirements should apply. Economic factors may include, but are not limited to, the Prescription Drug Product's total cost including any rebates and evaluations on the cost effectiveness of the Prescription Drug Product.

Some Prescription Drug Products are more cost effective for treating specific conditions as compared to others, therefore; a Prescription Drug may be placed on multiple tiers according to the condition for which the Prescription Drug Product was prescribed to treat.

The Company may, from time to time, change the placement of a Prescription Drug Product among the tiers. These changes generally will occur quarterly, but no more than six times per calendar year. These changes may happen without prior notice to the Insured.

When considering a Prescription Drug Product for tier placement, the PDL Management Committee reviews clinical and economic factors regarding Insured Persons as a general population. Whether a particular Prescription Drug Product is appropriate for an individual Insured Person is a determination that is made by the Insured Person and the prescribing Physician.

NOTE: The tier placement of a Prescription Drug Product may change, from time to time, based on the process described above. As a result of such changes, the Insured may be required to pay more or less for that Prescription Drug Product. Please access [www.firststudent.com](http://www.firststudent.com) or call *Customer Service* at 1-855-828-7716 for the most up-to-date tier placement.

## Rebates and Other Payments

The Company may receive rebates for certain drugs included on the Prescription Drug List. The Company does not pass these rebates on to the Insured Person, nor are they applied to the Insured's Deductible or taken into account in determining the Insured's Copayments and/or Coinsurance.

The Company, and a number of its affiliated entities, conducts business with various pharmaceutical manufacturers separate and apart from this Prescription Drug Endorsement. Such business may include, but is not limited to, data collection, consulting, educational grants and research. Amounts received from pharmaceutical manufacturers pursuant to such arrangements are not related to this Prescription Drug Benefit. The Company is not required to pass on to the Insured, and does not pass on to the Insured, such amounts.

## Definitions

**Brand-name** means a Prescription Drug: (1) which is manufactured and marketed under a trademark or name by a specific drug manufacturer; or (2) that the Company identifies as a Brand-name product, based on available data resources. This includes data sources such as Medi-Span that classify drugs as either brand or generic based on a number of factors. Not all products identified as a "brand name" by the manufacturer, pharmacy, or an Insured's Physician will be classified as Brand-name by the Company.

**Chemically Equivalent** means when Prescription Drug Products contain the same active ingredient.

**Designated Pharmacy** means a pharmacy that has entered into an agreement with the Company or with an organization contracting on the Company's behalf, to provide specific Prescription Drug Products. This includes Specialty Prescription Drug Products. Not all Network Pharmacies are a Designated Pharmacy.



**Experimental or Investigational Services** means medical, surgical, diagnostic, psychiatric, mental health, substance-related and addictive disorders or other health care services, technologies, supplies, treatments, procedures, drug therapies, medications, or devices that, at the time the Company makes a determination regarding coverage in a particular case, are determined to be any of the following:

- Not approved by the U.S. Food and Drug Administration (FDA) to be lawfully marketed for the proposed use and not identified in the American Hospital Formulary Service or the United States Pharmacopoeia Dispensing Information as appropriate for the proposed use.
- Subject to review and approval by any institutional review board for the proposed use. (Devices which are FDA approved under the *Humanitarian Use Device* exemption are not considered to be Experimental or Investigational.)
- The subject of an ongoing clinical trial that meets the definition of a Phase 1, 2 or 3 clinical trial set forth in the FDA regulations, regardless of whether the trial is actually subject to FDA oversight.

Exceptions:

- Clinical trials for which benefits are specifically provided for in the Policy.
- If the Insured is not a participant in a qualifying clinical trial as specifically provided for in the Policy, and has an Injury or Sickness that is likely to cause death within one year of the request for treatment) the Company may, in its discretion, consider an otherwise Experimental or Investigational Service to be a Covered Medical Expense for that Injury or Sickness. Prior to such a consideration, the Company must first establish that there is sufficient evidence to conclude that, albeit unproven, the service has significant potential as an effective treatment for that Sickness or Injury.

**Generic** means a Prescription Drug Product: (1) that is Chemically Equivalent to a Brand-name drug; or (2) that the Company identifies as a Generic product based on available data resources. This includes data sources such as Medi-Span that classify drugs as either brand or generic based on a number of factors. Not all products identified as a "generic" by the manufacturer, pharmacy or Insured's Physician will be classified as a Generic by the Company.

**Network Pharmacy** means a pharmacy that has:

- Entered into an agreement with the Company or an organization contracting on the Company's behalf to provide Prescription Drug Products to Insured Persons.
- Agreed to accept specified reimbursement rates for dispensing Prescription Drug Products.
- Been designated by the Company as a Network Pharmacy.

**New Prescription Drug Product** means a Prescription Drug Product or new dosage form of a previously approved Prescription Drug Product, for the period of time starting on the date the Prescription Drug Product or new dosage form is approved by the U.S. Food and Drug Administration (FDA) and ending on the earlier of the following dates:

- The date it is placed on a tier by the Company's PDL Management Committee.
- December 31<sup>st</sup> of the following calendar year.

**Non-Preferred Specialty Network Pharmacy** means a specialty Network Pharmacy that the Company identifies as a non-preferred pharmacy within the network.

**Preferred Specialty Network Pharmacy** means a specialty Network Pharmacy that the Company identifies as a preferred pharmacy within the network.

**Prescription Drug or Prescription Drug Product** means a medication or product that has been approved by the U.S. Food and Drug Administration and that can, under federal or state law, be dispensed only according to a Prescription Order or Refill. A Prescription Drug Product includes a medication that is appropriate for self-administration or administration by a non-skilled caregiver. For the purpose of the benefits under the Policy, this definition includes:

- Inhalers.
- Insulin.
- Certain vaccines/immunizations administered in a Network Pharmacy.
- The following diabetic supplies:
  - standard insulin syringes with needles;
  - blood-testing strips - glucose;
  - urine-testing strips - glucose;
  - ketone-testing strips and tablets;
  - lancets and lancet devices; and
  - glucose meters, including continuous glucose monitors.

**Prescription Drug Charge** means the rate the Company has agreed to pay the Network Pharmacies for a Prescription Drug Product dispensed at a Network Pharmacy. The rate includes a dispensing fee and any applicable sales tax.

**Prescription Drug List** means a list that places into tiers medications or products that have been approved by the U.S. Food and Drug Administration. This list is subject to the Company's review and change from time to time. The Insured may find out which tier a particular Prescription Drug Product has been placed at [www.firststudent.com](http://www.firststudent.com) or call Customer Service at 1-855-828-7716.

**Prescription Drug List Management Committee** means the committee that the Company designates for placing Prescription Drugs into specific tiers.

**Prescription Order or Refill** means the directive to dispense a Prescription Drug Product issued by a Physician whose scope of practice permits issuing such a directive.

**PPACA** means Patient Protection and Affordable Care Act of 2010.

**PPACA Zero Cost Share Preventive Care Medications** means the medications that are obtained at a Network Pharmacy with a Prescription Order or Refill from a Physician and that are payable at 100% of the Prescription Drug Charge (without application of any Copayment, Coinsurance, or Deductible) as required by applicable law under any of the following:

- Evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force.
- With respect to infants, children and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration.
- With respect to women, such additional preventive care and screenings as provided for in comprehensive guidelines supported by the Health Resources and Services Administration.

The Insured may find out if a drug is a PPACA Zero Cost Share Preventive Care Medication as well as information on access to coverage of Medically Necessary alternatives at [www.firststudent.com](http://www.firststudent.com) or by calling *Customer Service* at 1-855-828-7716.

**Specialty Prescription Drug Product** means Prescription Drug Products that are generally high cost, self-administered biotechnology drugs used to treat patients with certain illnesses. Insured Persons may access a complete list of Specialty Prescription Drug Products at [www.firststudent.com](http://www.firststudent.com) or call Customer Service at 1-855-828-7716.

**Therapeutically Equivalent** means when Prescription Drugs Products have essentially the same efficacy and adverse effect profile.

**Unproven Service(s)** means services, including medications, that are determined not to be effective for the treatment of the medical condition and/or not to have a beneficial effect on the health outcomes due to insufficient and inadequate clinical evidence from well-conducted randomized controlled trials or cohort studies in the prevailing published peer-reviewed medical literature.

- Well-conducted randomized controlled trials. (Two or more treatments are compared to each other, and the patient is not allowed to choose which treatment is received.)
- Well-conducted cohort studies from more than one institution. (Patients who receive study treatment are compared to a group of patients who receive standard therapy. The comparison group must be nearly identical to the study treatment group.)

The Company has a process by which it compiles and reviews clinical evidence with respect to certain health services. From time to time, the Company issues medical and drug policies that describe the clinical evidence available with respect to specific health care services. These medical and drug policies are subject to change without prior notice.

If the Insured has a life-threatening Injury or Sickness (one that is likely to cause death within one year of the request for treatment) the Company may, as it determines, consider an otherwise Unproven Service to be a Covered Medical Expense for that Injury or Sickness. Prior to such a consideration, the Company must first establish that there is sufficient evidence to conclude that, albeit unproven, the service has significant potential as an effective treatment for that Sickness or Injury.

**Usual and Customary Fee** means the usual fee that a pharmacy charges individuals for a Prescription Drug Product without reference to reimbursement to the pharmacy by third parties. This fee includes a dispensing fee and any applicable sales tax.



## Additional Exclusions

In addition to the Exclusions and Limitations shown in the Certificate of Coverage, the following Exclusions apply:

1. Coverage for Prescription Drug Products for the amount dispensed (days' supply or quantity limit) which exceeds the supply limit.
2. Coverage for Prescription Drug Products for the amount dispensed (days' supply or quantity limit) which is less than the minimum supply limit.
3. Experimental or Investigational Services or Unproven Services and medications; medications used for experimental indications for certain diseases and/or dosage regimens determined by the Company to be experimental, investigational or unproven.
4. Prescription Drug Products, including New Prescription Drug Products or new dosage forms, that the Company determines do not meet the definition of a Covered Medical Expense.
5. Certain New Prescription Drug Products and/or new dosage forms until the date they are reviewed and placed on a tier by the Company's PDL Management Committee.
6. Compounded drugs that do not contain at least one ingredient that has been approved by the U.S. Food and Drug Administration (FDA) and requires a Prescription Order or Refill. Compounded drugs that contain a non-FDA approved bulk chemical. Compounded drugs that are available as a similar commercially available Prescription Drug Product. (Compounded drugs that contain at least one ingredient that requires a Prescription Order or Refill are placed on Tier-3.)
7. Drugs available over-the-counter that do not require a Prescription Order or Refill by federal or state law before being dispensed, unless the Company has designated the over-the-counter medication as eligible for coverage as if it were a Prescription Drug Product and it is obtained with a Prescription Order or Refill from a Physician. Prescription Drug Products that are available in over-the-counter form or made up of components that are available in over-the-counter form or equivalent. Certain Prescription Drug Products that the Company has determined are Therapeutically Equivalent to an over-the-counter drug or supplement. Such determinations may be made up to six times during a calendar year. The Company may decide at any time to reinstate benefits for a Prescription Drug Product that was previously excluded under this provision.
8. Any product for which the primary use is a source of nutrition, nutritional supplements, or dietary management of disease, and prescription medical food products, even when used for the treatment of Sickness or Injury, except as required by state mandate.
9. A Prescription Drug Product that contains (an) active ingredient(s) available in and Therapeutically Equivalent to another covered Prescription Drug Product. Such determinations may be made up to six times during a calendar year, and the Company may decide at any time to reinstate benefits for a Prescription Drug that was previously excluded under this provision.
10. A Prescription Drug Product that contains (an) active ingredient(s) which is (are) a modified version of and Therapeutically Equivalent to another covered Prescription Drug Product. Such determinations may be made up to six times during a calendar year, and the Company may decide at any time to reinstate benefits for a Prescription Drug that was previously excluded under this provision.
11. Certain Prescription Drug Products for which there are Therapeutically Equivalent alternatives available, unless otherwise required by law or approved by the Company. Such determinations may be made up to six times during a calendar year, and the Company may decide at any time to reinstate benefits for a Prescription Drug that was previously excluded under this provision.
12. A Prescription Drug Product with an approved biosimilar or a biosimilar and Therapeutically Equivalent to another covered Prescription Drug Product. For the purpose of this exclusion a "biosimilar" is a biological Prescription Drug Product approved based on showing that it is highly similar to a reference product (a biological Prescription Drug Product) and has no clinically meaningful differences in terms of safety and effectiveness from the reference product. Such determinations may be made up to six times during a calendar year, and the Company may decide at any time to reinstate benefits for a Prescription Drug that was previously excluded under this provision.
13. Prescription Drug Products as a replacement for a previously dispensed Prescription Drug Product that was lost, stolen, broken or destroyed.
14. Durable medical equipment, including insulin pumps and related supplies for the management and treatment of diabetes, for which benefits are provided in the Policy.
15. Diagnostic kits and products.
16. Publicly available software applications and/or monitors that may be available with or without a Prescription Order or Refill.
17. Certain Prescription Drug Products that are FDA approved as a package with a device or application, including smart package sensors and/or embedded drug sensors. This exclusion does not apply to a device or application that assists the Insured Person with the administration of a Prescription Drug Product.

## Right to Request an Exclusion Exception

When a Prescription Drug Product is excluded from coverage, the Insured Person or the Insured's representative may request an exception to gain access to the excluded Prescription Drug Product. To make a request, contact the Company in writing or call 1-888-224-4810. The Company will notify the Insured Person of the Company's determination within 72 hours.

### Urgent Requests

If the Insured Person's request requires immediate action and a delay could significantly increase the risk to the Insured Person's health, or the ability to regain maximum function, call the Company as soon as possible. The Company will provide a written or electronic determination within 24 hours.

### External Review

If the Insured Person is not satisfied with the Company's determination of the exclusion exception request, the Insured Person may be entitled to request an external review. The Insured Person or the Insured Person's representative may request an external review by sending a written request to the Company at the address set out in the determination letter or by calling 1-888-224-4810. The *Independent Review Organization (IRO)* will notify the Insured Person of the determination within 72 hours.

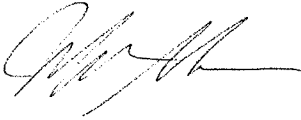
### Expedited External Review

If the Insured Person is not satisfied with the Company's determination of the exclusion exception request and it involves an urgent situation, the Insured Person or the Insured's representative may request an expedited external review by calling 1-888-224-4810 or by sending a written request to the address set out in the determination letter. The IRO will notify the Insured Person of the determination within 24 hours.

# UNITEDHEALTHCARE INSURANCE COMPANY

## POLICY ENDORSEMENT

This endorsement takes effect and expires concurrently with the Policy to which it is attached and is subject to all of the terms and conditions of the Policy not inconsistent therewith.



President

It is hereby understood and agreed that the Policy to which this endorsement is attached is amended as follows:

An Insured Person under this insurance plan is eligible for Assistance and Evacuation Benefits in addition to the underlying plan coverage. The requirements to receive these benefits are as follows:

International Students, insured spouse, and insured minor child(ren) are eligible to receive Assistance and Evacuation Benefits worldwide, except in their Home Country.

Domestic Students, insured spouse, and insured minor child(ren) are eligible for Assistance and Evacuation Benefits when 100 miles or more away from their campus address or 100 miles or more away from their permanent home address or while participating in a study abroad program.

## Assistance and Evacuation Benefits

### DEFINITIONS

The following definitions apply to the Assistance and Evacuation Benefits described further below.

"Emergency Medical Event" means an event wherein an Insured Person's medical condition and situation are such that, in the opinion of the Company's affiliate or authorized vendor and the Insured Person's treating physician, the Insured Person requires urgent medical attention without which there would be a significant risk of death, or serious impairment and adequate medical treatment is not available at the Insured Person's initial medical facility.

"Home Country" means, with respect to an Insured Person, the country or territory as shown on the Insured Person's passport or the country or territory of which the Insured Person is a permanent resident.

"Host Country" means, with respect to an Insured Person, the country or territory the Insured Person is visiting or in which the Insured Person is living, which is not the Insured Person's Home Country.

"Physician Advisors" mean physicians retained by the Company's affiliate or authorized vendor for provision of consultative and advisory services to the Company's affiliate or authorized vendor, including the review and analysis of the medical care received by Insured Persons.

An Insured Person must notify the Company's affiliate or authorized vendor to obtain benefits for Medical Evacuation and Repatriation. If the Insured Person doesn't notify the Company's affiliate or authorized vendor, the Insured Person will be responsible for paying all charges and no benefits will be paid.

## MEDICAL EVACUATION AND REPATRIATION BENEFITS

**Emergency Medical Evacuation:** If an Insured Person suffers a Sickness or Injury, experiences an Emergency Medical Event and adequate medical facilities are not available locally in the opinion of the *Medical Director* of the Company's affiliate or authorized vendor, the Company's affiliate or authorized vendor will provide an emergency medical evacuation (under medical supervision if necessary) to the nearest facility capable of providing adequate care by whatever means is necessary. The Company will pay costs for arranging and providing for transportation and related medical services (including the cost of a medical escort if necessary) and medical supplies necessarily incurred in connection with the emergency medical evacuation.

**Dispatch of Doctors/Specialists:** If an Insured Person experiences an Emergency Medical Event and the Company's affiliate or authorized vendor determines that an Insured Person cannot be adequately assessed by telephone for possible medical evacuation from the initial medical facility or that the Insured Person cannot be moved and local treatment is unavailable, the Company's affiliate or authorized vendor will arrange to send an appropriate medical practitioner to the Insured Person's location when it deems it appropriate for medical management of a case. The Company will pay costs for transportation and expenses associated with dispatching a medical practitioner to an Insured Person's location, not including the costs of the medical practitioner's service.

**Medical Repatriation:** After an Insured Person receives initial treatment and stabilization for a Sickness or Injury, if the attending physician and the *Medical Director* of the Company's affiliate or authorized vendor determine that it is medically necessary, the Company's affiliate or authorized vendor will transport an Insured Person back to the Insured Person's permanent place of residence for further medical treatment or to recover. The Company will pay costs for arranging and providing for transportation and related medical services (including the cost of a medical escort if necessary) and medical supplies necessarily incurred in connection with the repatriation.

**Transportation after Stabilization:** If Medical Repatriation is not required following stabilization of the Insured Person's condition and discharge from the hospital, the Company's affiliate or authorized vendor will coordinate transportation to the Insured Person's point of origin, Home Country, or Host Country. The Company will pay costs for economy transportation (or upgraded transportation to match an Insured Person's originally booked travel arrangements) to the Insured Person's original point of origin, Home Country or Host Country.

**Transportation to Join a Hospitalized Insured Person:** If an Insured Person who is travelling alone is or will be hospitalized for more than three (3) days due to a Sickness or Injury, the Company's affiliate or authorized vendor will coordinate round-trip airfare for a person of the Insured Person's choice to join the Insured Person. The Company will pay costs for economy class round-trip airfare for a person to join the Insured Person.

**Return of Minor Children:** If an Insured Person's minor child(ren) age 18 or under are present but left unattended as a result of the Insured Person's Injury or Sickness, the Company's affiliate or authorized vendor will coordinate airfare to send them back to the Insured Person's Home Country. The Company's affiliate or authorized vendor will also arrange for the services, transportation expenses, and accommodations of a non-medical escort, if required as determined by the Company's affiliate or authorized vendor. The Company will pay costs for economy class one-way airfare for the minor children (or upgraded transportation to match the Insured Person's originally booked travel arrangement) and, if required, the cost of the services, transportation expenses, and accommodations of a non-medical escort to accompany the minor children back to the Insured Person's Home Country.

**Repatriation of Mortal Remains:** In the event of an Insured Person's death, the Company's affiliate or authorized vendor will assist in obtaining the necessary clearances for the Insured Person's cremation or the return of the Insured Person's mortal remains. The Company's affiliate or authorized vendor will coordinate the preparation and transportation of the Insured Person's mortal remains to the Insured Person's Home Country or place of primary residence, as it obtains the number of certified death certificates required by the Host Country and Home Country to release and receive the remains. The Company will pay costs for the certified death certificates required by the Home Country or Host Country to release the remains and expenses of the preparation and transportation of the Insured Person's mortal remains to the Insured Person's Home Country or place of primary residence.

## CONDITIONS AND LIMITATIONS

Assistance and Evacuation Benefits shall only be provided to an Insured Person after the Company's affiliate or authorized vendor receives the request (in writing or via phone) from the Insured Person or an authorized representative of the Insured Person of the need for the requested Assistance and Evacuation Benefits. In all cases, the requested Assistance and Evacuation Benefits services and payments must be arranged, authorized, verified and approved in advance by the Company's affiliate or authorized vendor.

With respect to any evacuation requested by an Insured Person, the Company's affiliate or authorized vendor reserves the right to determine, at its sole discretion, the need for and the feasibility of an evacuation and the means, method, timing, and destination of such evacuation, and may consult with relevant third-parties, including as applicable, Physician Advisors and treating physicians as needed to make its determination.

In the event an Insured Person is incapacitated or deceased, his/her designated or legal representative shall have the right to act for and on behalf of the Insured Person.

The following Exclusions and Limitations apply to the Assistance and Evacuation Benefits.

In no event shall the Company be responsible for providing Assistance and Evacuation Benefits to an Insured Person in a situation arising from or in connection with any of the following:

1. Travel costs that were neither arranged nor approved in advance by the Company's affiliate or authorized vendor.
2. Taking part in military or police service operations.
3. Insured Person's failure to properly procure or maintain immigration, work, residence or similar type visas, permits or documents.
4. The actual or threatened use or release of any nuclear, chemical or biological weapon or device, or exposure to nuclear reaction or radiation, regardless of contributory cause.
5. Any evacuation or repatriation that requires an Insured Person to be transported in a biohazard-isolation unit.
6. Medical Evacuations from a marine vessel, ship, or watercraft of any kind.
7. Medical Evacuations directly or indirectly related to a natural disaster.
8. Subsequent Medical Evacuations for the same or related Sickness, Injury or Emergency Medical Event regardless of location.

## Additional Assistance Services

The following assistance services will be available to an Insured Person in addition to the Assistance and Evacuation Benefits.

### MEDICAL ASSISTANCE SERVICES

**Worldwide Medical and Dental Referrals:** Upon an Insured Person's request, the Company's affiliate or authorized vendor will provide referrals to physicians, hospitals, dentists, and dental clinics in the area the Insured Person is traveling in order to assist the Insured Person in locating appropriate treatment and quality care.

**Monitoring of Treatment:** As and to the extent permissible, the Company's affiliate or authorized vendor will continually monitor the Insured Person's medical condition. Third-party medical providers may offer consultative and advisory services to the Company's affiliate or authorized vendor in relation to the Insured Person's medical condition, including review and analysis of the quality of medical care received by the Insured Person.

**Facilitation of Hospital Admittance Payments:** The Company's affiliate or authorized vendor will issue a financial guarantee (or wire funds) on behalf of Company up to five thousand dollars (US\$5,000) to facilitate admittance to a foreign (non-US) medical facility.

**Relay of Insurance and Medical Information:** Upon an Insured Person's request and authorization, the Company's affiliate or authorized vendor will relay the Insured Person's insurance benefit information and/or medical records and information to a health care provider or treating physician, as appropriate and permissible, to help prevent delays or denials of medical care. The Company's affiliate or authorized vendor will also assist with hospital admission and discharge planning.



**Medication and Vaccine Transfers:** In the event a medication or vaccine is not available locally, or a prescription medication is lost or stolen, the Company's affiliate or authorized vendor will coordinate the transfer of the medication or vaccine to Insured Persons upon the prescribing physician's authorization, if it is legally permissible.

**Updates to Family, Employer, and Home Physician:** Upon an Insured Person's approval, the Company's affiliate or authorized vendor will provide periodic case updates to appropriate individuals designated by the Insured Person in order to keep them informed.

**Hotel Arrangements:** The Company's affiliate or authorized vendor will assist Insured Persons with the arrangement of hotel stays and room requirements before or after hospitalization or for ongoing care.

**Replacement of Corrective Lenses and Medical Devices:** The Company's affiliate or authorized vendor will assist with the replacement of corrective lenses or medical devices if they are lost, stolen, or broken during travel.

## WORLDWIDE DESTINATION INTELLIGENCE

**Destination Profiles:** When preparing for travel, an Insured Person can contact the Company's affiliate or authorized vendor to have a pre-trip destination report sent to the Insured Person. This report draws upon an intelligence database of over 280 cities covering subject such as health and security risks, immunizations, vaccinations, local hospitals, crime, emergency phone numbers, culture, weather, transportation information, entry and exit requirements, and currency. The global medical and security database of over 170 countries and 280 cities is continuously updated and includes intelligence from thousands of worldwide sources.

## TRAVEL ASSISTANCE SERVICES

**Replacement of Lost or Stolen Travel Documents:** The Company's affiliate or authorized vendor will assist the Insured Person in taking the necessary steps to replace passports, tickets, and other important travel documents.

**Emergency Travel Arrangements:** The Company's affiliate or authorized vendor will make new reservations for airlines, hotels, and other travel services for an Insured Person in the event of a Sickness or Injury, to the extent that the Insured Person is entitled to receive Assistance and Evacuation Benefits.

**Transfer of Funds:** The Company's affiliate or authorized vendor will provide the Insured Person with an emergency cash advance subject to the Company's affiliate or authorized vendor first securing funds from the Insured Person (via a credit card) or his/her family.

**Legal Referrals:** Should an Insured Person require legal assistance, the Company's affiliate or authorized vendor will direct the Insured Person to a duly licensed attorney in or around the area where the Insured Person is located.

**Language Services:** The Company's affiliate or authorized vendor will provide immediate interpretation assistance to an Insured Person in a variety of languages in an emergency situation. If a requested interpretation is not available or the requested assistance is related to a non-emergency situation, the Company's affiliate or authorized vendor will provide the Insured Person with referrals to interpreter services. Written translations and other custom requests, including an on-site interpreter, will be subject to an additional fee.

**Message Transmittals:** Insured Persons may send and receive emergency messages toll-free, 24-hours a day, through the Company's affiliate or authorized vendor.



## Security, Political and Natural Disaster Assistance and Evacuation Benefits

The following Security, Political and Natural Disaster Assistance and Evacuation Benefits will be available to an Insured Person in addition to the Assistance and Evacuation Benefits and Additional Assistance Services.

### DEFINITIONS

The following definitions apply to the Security, Political and Natural Disaster Assistance and Evacuation Benefits described further below.

"Emergency Security Event" means a civil and/or military uprising, insurrection, war, revolution, or other violent disturbance in an Insured Person's Host Country, which results in the Insured Person's Home Country or Host Country ordering the immediate departure of Insured Persons or the Company's affiliate or authorized vendor issues an evacuation notice to the Policyholder. An Emergency Security Event does not include a Natural Disaster (as defined below) or Medical Emergency.

"Home Country" means, with respect to an Insured Person, the country or territory as shown on the Insured Person's passport or the country or territory of which the Insured Person is a permanent resident.

"Host Country" means, with respect to an Insured Person, the country or territory the Insured Person is visiting or in which the Insured Person is living, which is not the Insured Person's Home Country.

"Natural Disaster" means an unforeseen catastrophic event occurring directly from a natural cause, including, but not limited to, earthquakes, floods, storms (wind, rain, snow, sleet, hail, lightning, dust or sand), tsunamis, volcanic eruptions, wildfires or other similar events that meet all of the following: (a) the event results in severe and widespread damage in the area of the Host Country where an Insured Person is located; (b) either the Insured Person's Home Country or Host Country ordering the immediate departure of the Insured Person; and (c) the Insured Person's location is Uninhabitable. In no event shall a Natural Disaster be deemed to apply to a marine vessel, ship or watercraft of any kind.

"Political Event" means a situation in which the officials of an Insured Person's Home Country issue a written order requiring such Insured Person to leave his or her Host Country for non-medical reasons, or if an Insured Person is expelled or declared a "persona non grata" on the written authority of the Insured Person's Host Country.

"Uninhabitable" means that Insured Person's Host Country location is deemed unfit for residence, as determined by the Company's affiliate or authorized vendor in accordance with Home Country and Host Country authorities, due to lack of habitable shelter, food, heat, and/or potable water, and there is no suitable supplemental housing available within 100 miles of the disaster site.

An Insured Person must notify the Company and/or its affiliate or authorized vendor to obtain Benefits for Security and Political Evacuation and Natural Disaster Evacuation. If the Insured Person doesn't notify the Company and/or its affiliate or authorized vendor, the Insured Person will be responsible for paying all charges and no benefits will be paid.

### SECURITY AND POLITICAL EVACUATION BENEFITS

If an Insured Person experiences an Emergency Security Event or Political Event, the Company will (a) provide the benefits specified below and (b) pay for the eligible costs and expenses incurred in connection with provision of such benefits to an Insured Person.

**Transportation to Departure Point:** As part of a Security or Political Evacuation, the Company's affiliate or authorized vendor will coordinate the arrangement of an Insured Person's ground transportation to the designated international airport or other safe departure point. Covered expenses include transporting an Insured Person from his or her location to the evacuation departure point, up to US\$1,500 per Insured Person per Security or Political Evacuation.

**Security Evacuation:** In the event of an Emergency Security Event, the Company's affiliate or authorized vendor will arrange for the Insured Person's evacuation from an international airport or other safe departure point the Company's affiliate or authorized vendor designates to the nearest safe haven or directly to the Insured Person's Home Country, if possible, and at the discretion of the Company's affiliate or authorized vendor. Evacuation must be requested within 5 days (120 hours) from the time the order to evacuate is issued by the Company's affiliate or authorized vendor or the recognized government of the Home Country or Host Country. If evacuation becomes impractical due to hostile or dangerous conditions,

the Company's affiliate or authorized vendor will maintain contact with the Insured Person and advise the Insured Person until evacuation becomes viable or the Emergency Security Event has passed. Covered expenses include up to US\$100,000 per Insured Person per Emergency Security Event for the evacuation transportation as well as reasonable costs, if required, for food and accommodations at the assembly point and costs to protect the Insured Person's safety, if required, while assembled or during evacuation.

**Political Evacuation:** Should a Political Event arise involving an Insured Person, the Company's affiliate or authorized vendor will arrange for the Insured Person's evacuation from an international airport or other safe departure point to the nearest safe haven or directly to the Insured Person's Home Country, if possible, at the discretion of the Company's affiliate or authorized vendor. Evacuation must be requested within 5 days (120 hours) from the time of the departure order issued by the recognized government of the Insured Person's Home Country or Host Country, as applicable. Covered expenses include up to US\$100,000 per Insured Person per Political Event for the evacuation transportation as well as reasonable costs, if required, for food and accommodations at the assembly point and costs to protect the Insured Person's safety, if required, while assembled or during evacuation.

**Transportation after Security or Political Evacuation:** Following a Security or Political Evacuation and when safety allows, the Company's affiliate or authorized vendor will coordinate for one-way economy class airfare to return the Insured Person to either the Insured Person's Host Country or the Insured Person's Home Country if the Insured Person was evacuated to a safe haven. Covered expenses include one-way economy class airfare to return the Insured Person to either his or her Host or Home Country.

Transportation and living expenses incurred by the Insured Person during his/her stay at the safe haven are not eligible costs and expenses under this Policy.

## NATURAL DISASTER EVACUATION BENEFITS

If an Insured Person experiences a Natural Disaster, the Company will (a) provide the services specified below and (b) pay for the eligible costs and expenses incurred in connection with provision of such services to an Insured Person.

**Transportation to Departure Point:** As part of a Natural Disaster Evacuation, the Company's affiliate or authorized vendor will coordinate the arrangement of ground transportation to the designated international airport or other safe departure point. Covered expenses include transporting an Insured Person from his or her location to the evacuation departure point, up to US\$1,500 per Insured Person per Natural Disaster Evacuation.

**Natural Disaster Evacuation:** In the event of a Natural Disaster, the Company affiliate or authorized vendor will arrange for an Insured Person's evacuation from an international airport or other safe departure point designated by the Company to the nearest safe haven or directly to the Insured Person's Home Country, if possible, and at the discretion of the Company. Evacuation must be requested within 5 days (120 hours) from the time the order to evacuate is issued by the Company's affiliate or authorized vendor or the recognized government of the Home Country or Host Country. If evacuation becomes impractical due to hostile or dangerous conditions, the Company will maintain contact with and advise the Insured Person until evacuation becomes viable or the Natural Disaster has passed. Covered expenses include up to US\$100,000 per Insured Person per Natural Disaster for the evacuation transportation as well as reasonable costs, if required, for food and accommodations at the assembly point and costs to protect the Insured Person's safety, if required, while assembled or during evacuation.

**Transportation after Natural Disaster Evacuation:** Following a Natural Disaster Evacuation and when safety allows, the Company's affiliate or authorized vendor will coordinate a one-way airfare to return the Insured Person to either his or her Host Country or Home Country if the Insured Person was evacuated to a safe haven. Covered expenses include one-way economy class airfare to return the Insured Person to either his or her Host or Home Country.

Transportation and living expenses incurred by the Insured Person during his/her stay at the safe haven are not eligible costs and expenses.

The following Exclusions and Limitations apply to the Security, Political and Natural Disaster Assistance and Evacuation Benefits.

In no event shall the Company be responsible for providing Security, Political and Natural Disaster Assistance and Evacuation Benefits to an Insured Person in a situation arising from or in connection with any of the following:

1. Any Security Evacuation, Political Evacuation or Natural Disaster Evacuation or transportation after those evacuations when the order to evacuate issued by the recognized government of the Home Country or Host Country has been posted for a period of more than 5 days (120 hours).
2. Security or Political Evacuations from an Insured Person's Home Country.
3. Security or Political Evacuations when the Emergency Security Event or Political Event precedes an Insured Person's arrival in the Host Country.
4. Natural Disaster Evacuations from an Insured Person's Home Country.
5. Natural Disaster Evacuations when the Natural Disaster precedes an Insured Person's arrival in the Host Country.

## HOW TO ACCESS ASSISTANCE AND EVACUATION SERVICES

Assistance and Evacuation Services are available 24 hours a day, 7 days a week, 365 days a year.

To access services, please access My Account at [www.firststudent.com/MyAccount](http://www.firststudent.com/MyAccount) and select My Benefits/Additional Benefits/UHC Global Emergency Services.

When calling the Emergency Response Center, the caller should be prepared to provide the following information:

- Caller's name, telephone and (if possible) fax number, and relationship to the Insured Person.
- Insured Person's name, age, sex, and ID Number as listed on the Insured Person's Medical ID card.
- Description of the Insured Person's condition.
- Name, location, and telephone number of hospital, if applicable.
- Name and telephone number of the attending physician.
- Information on where the physician can be immediately reached.

If the condition is a medical emergency, the Insured Person should go immediately to the nearest physician or hospital without delay and then contact the 24-hour Emergency Response Center.

All medical expenses related to hospitalization and treatment costs incurred should be submitted to the Company for consideration at the address located in the "How to File a Claim for Injury and Sickness Benefits" section of the Certificate of Coverage and are subject to all Policy benefits, provisions, limitations, and exclusions.

## NON-DISCRIMINATION NOTICE

UnitedHealthcare StudentResources does not treat members differently because of sex, age, race, color, disability or national origin.

If you think you were treated unfairly because of your sex, age, race, color, disability or national origin, you can send a complaint to:

Civil Rights Coordinator  
United HealthCare Civil Rights Grievance  
P.O. Box 30608  
Salt Lake City, UTAH  
84130  
[UHC\\_Civil\\_Rights@uhc.com](mailto:UHC_Civil_Rights@uhc.com)

You must send the written complaint within 60 days of when you found out about it. A decision will be sent to you within 30 days. If you disagree with the decision, you have 15 days to ask us to look at it again.

If you need help with your complaint, please call the toll-free member phone number listed on your health plan ID card, Monday through Friday, 8 a.m. to 8 p.m. ET.

You can also file a complaint with the U.S. Dept. of Health and Human Services.

**Online** <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

**Phone:** Toll-free 1-800-368-1019, 800-537-7697 (TDD)

**Mail:** U.S. Dept. of Health and Human Services, 200 Independence Avenue, SW  
Room 509F, HHH Building Washington, D.C. 20201

We also provide free services to help you communicate with us. Such as, letters in other languages or large print. Or, you can ask for free language services such as speaking with an interpreter. To ask for help, please call the toll-free member phone number listed on your health plan ID card, Monday through Friday, 8 a.m. to 8 p.m. ET.





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## EXHIBIT B

**From:** David Opperman <dopper@firstriskadvisors.com>  
**Sent:** Friday, May 14, 2021 12:41 PM  
**To:** Light, Janice Catherine <jcl4@psu.edu>; Mc Naughton, Christopher <cxm790@psu.edu>  
**Cc:** Kara Opperman <kopperman@firstriskadvisors.com>  
**Subject:** 2021-2020 Treatment Coverage

Good Afternoon Janice/Christopher,

At this time the review for pre-determination of benefits for the 2021-2022 with UnitedHealthcare StudentResources is complete and a decision has been rendered. Kara and I have worked closely with the United team in order to make sure this situation received a full review and determination.

I did want to take a minute to again outline the process we went through in making this determination.

United Healthcare manages infusion drugs for safety, efficacy and cost management and the drug criteria may change frequently for a variety of different reasons. Changes to drug policies are made on a frequent basis in conjunction with US FDA changes to the drugs, clinical research, and recommendations by professional organizations, State and Federal mandates, and Standards of Medical Care guidelines.

- There are a variety of ways criteria for a drug may change. Some of these changes include:
  - Stricter criteria guidelines due to safety and efficacy concerns based on US FDA decisions.
  - Changes to a preferred version of a drug class or change to a non-preferred drug.
  - Changes to the indications (diagnoses) for which a drug is approved.
  - Changes to allowable dosages and frequencies of drugs.
  - Additional criteria based on Standards of Care for review. (i.e., conservative treatments added that must be tried by the patient first before starting the infusion drug regimen.)

#### **Approval Process for Drug Infusion Claims**

- Drug infusion approvals change from year to year and the decision is based on the criteria that is active at time of claim receipt.
- Although a majority of the reviews of drugs are approved for criteria met by a clinical reviewer (RN), if criteria is not met, the records are sent for further review by a Medical Director to determine Medical Necessity or determine if exception is warranted.
- If there remains questions on approval at this point or if a denial determination is made the next step is to have a Peer to Peer review set up with the prescribing physician.

When the records were first reviewed by our clinical reviewer, a positive determination could not be made because the insured is getting double the FDA approved dosing for both Entyvio and Remicade. Additionally, the insured is prescribed to receive both of these drugs in tandem and that is not allowed per criteria for both drug manufacturers. At this point, we requested that United refer this for review by their Medical Director, which they did. The Medical Director agreed that the drug infusions as prescribed were outside of the currently established FDA and manufacturer guidelines. However, since the treat regime was so unique and being prescribed by a Mayo clinician, it was determined that we would defer

any decision at this time and set up a peer to peer review with the prescribing physician. This review took place late Wednesday afternoon. Based on that peer to peer review, the United reviewer determined after speaking to Dr. Loftus, it is medically necessary for this member to receive Entyvio and Remicade together as a treatment. However, they also collectively determined that the current dosage is still not appropriate and that it is appropriate for them to receive the following doses as per FDA guidelines: For Entyvio, 300mg every 8 weeks; for Remicade, 5mg per kg every 8 weeks. Based on this determination, we will cover this treatment next year but at the reduced dosage and Dr. Loftus will work with the patient to start titrating them down to a normal dose range.

As an aside, below are the credentials of our Medical Director.

After your review of the preceding, should you have any questions or the need for additional information, please do not hesitate to contact me.

Thanks

Dave

**Reviewer Code:** 4206

**Reviewer Curriculum Vitae:**

This physician reviewer is board certified by the American Board of Internal Medicine in General Internal Medicine and Gastroenterology as well as by the American Board of Pediatrics in General Pediatrics. This physician reviewer is a member of the American Gastroenterological Association, the American Society for Gastrointestinal Endoscopy, the American College of Gastroenterology and the Crohns and Colitis Foundation. This physician has been in active practice since 2006.



**Partners in Solutions™**

**David W. Opperman, CEBS**

**PRESIDENT**

T 267.880.2300 | F 267.880.2301

[FirstRiskAdvisors.com](http://FirstRiskAdvisors.com) | [LinkedIn](#)

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This e-mail has come to you from FIRST RISK ADVISORS.

## EXHIBIT C

Name: Christopher A. McNaughton | DOB: 6/11/1991 | MRN: 9-038-554 | PCP:

## Letter Details



200 First Street SW  
Rochester, Minnesota 55905

507-284-2511  
mayoclinic.org

May 19, 2021  
RE: Christopher A. McNaughton  
MC#: 9-038-554  
DOB: 6/11/1991

To Whom It May Concern:

Christopher McNaughton is a patient under my care at Mayo Clinic in Rochester, Minnesota. I have been managing his ulcerative colitis for the past 7 years. His disease has been severe and difficult to treat.

Chris has a 7-year history of refractory ulcerative colitis, and he had been steroid-dependent despite multiple medications. He is currently on an intensive regimen of Entyvio, Remicade, azathioprine, allopurinol, mesalamine suppositories, and budesonide foam. With this regimen, Chris is in clinical remission from his ulcerative colitis.

It is therefore my strong recommendation that Chris continue with his current treatment regimen of Remicade 20mg/kg every 4 weeks and Entyvio

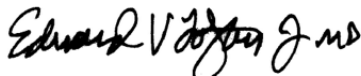


600 mg every 4 weeks. The combination of Remicade 20 mg/kg every 4 weeks and Entyvio 600 mg every 4 weeks has been crucial in allowing him to finally taper off high dose prednisone after 5 years, and avoid the substantial side effects that come with long term prednisone use. This treatment protocol has helped Chris to achieve and maintain his current level of health and avoid frequent and recurring hospitalizations as well as extraintestinal manifestations. The combination of Remicade 20 mg/kg every 4 weeks and Entyvio 600 mg every 4 weeks was arrived upon after Chris failed numerous other treatments over a 5 year period. If Chris were to do the regimen suggested by United Healthcare (Remicade 5 mg/kg every 8 weeks and Entyvio 300 mg every 8 weeks), it would have serious detrimental effects on both his short term and long term health and could potentially involve life threatening complications. This would ultimately incur far greater medical costs. Chris was on the doses suggested by United Healthcare before, and they were not at all effective.

To reiterate, it is my strong recommendation that Chris continue with his current treatment regimen of Remicade 20mg/kg every 4 weeks and Entyvio 600 mg every 4 weeks.

Feel free to contact me if you have any questions or require additional information.

Sincerely,



Edward V. Loftus, Jr., MD, FACP, FACG, AGAF  
Professor of Medicine  
Mayo Clinic College of Medicine  
Director, Inflammatory Bowel Disease Interest Group  
Division of Gastroenterology and Hepatology  
Mayo Clinic  
Rochester, Minnesota

*This letter was initially viewed by Christopher A. McNaughton on 5/19/2021 2:46 PM.*

## EXHIBIT D

June 04, 2021

Christopher McNaughton  
229 Woodland Dr.  
State Colleg, PA 16803

Insured: Christopher McNaughton  
Insured DOB: 06/11/1991  
Claim#: 20124734-01  
SRID#: 8250035  
Policy: 20-3694-01  
Legal Entity: United Healthcare Insurance Company

Dear Christopher McNaughton:

This is to acknowledge your request for consideration of coverage for your medications, J1745-Remicade 20mg/kg every four weeks and J3380-Entyvio 600mg every four weeks for the 2021-2022 policy term.

As previously communicated to you, your medical records were reviewed to determine whether the medication you have been prescribed is medically necessary. The records have been reviewed three times and the medical reviewers have concluded that the medication as prescribed does not meet the Medical Necessity requirement of the plan. In addition, a peer-to-peer review was conducted between your physician and a medical expert representing our company. Our medical representative determined that use of Remicade and Entyvio together is supported in this case. However, it was also determined that the prescribed dosages for the two drugs are not established when using a dual biologic therapy. The concern from the reviewers is the safety of the prescribed dosage and frequency.

In accordance with the conclusions of the reviewers, the two prescribed medications, Remicade and Entyvio, will not be covered at the prescribed dosage under the Penn State Student plan for the 2021-2022 academic year. Please understand that the reviews have been conducted in advance of you enrolling in the 2021-2022 Penn State student plan to give you an opportunity to make an informed decision about your health insurance coverage for the upcoming academic year.

Please note this is not a treatment decision. Treatment decisions are made between you and your physician. This is a denial for benefits under the plan for the prescribed treatment.

An insured person or their authorized representative may have the right to have this decision review by healthcare professionals who have no association with us when the treatment in question:

1. Is a covered medical expense under the policy; and
2. Is not covered because it does not meet the Company's requirements for medical necessity, appropriateness, healthcare setting, level of care, effectiveness or the treatment is determined to be experimental or investigational.

You have the right to have this decision reviewed by an external independent third party who has no association with us. You or your authorized representative, such as a family member or physician, may request this external review as you have exhausted the internal appeal process.

The insured person or their authorized representative has four (4) months to request an external review of

this final determination. The request for an external review should be made in writing to the Company. When filing a request for an external review you will be required to authorize the release of medical records. If requesting an external review, complete and return the enclosed form along with your written request to:

Claims Appeals  
UnitedHealthcare Student Resources  
P.O. Box 809025  
Dallas, Texas 75380-9025

An insured person or their authorized representative may submit a request for an expedited external review if one of the following applies:

- If the insured person has a medical condition where the time-frame for completion of an expedited internal review or a standard external review would seriously jeopardize the life or health, or jeopardize the insured person's ability to regain maximum function.
- If the denial of coverage is based on a determination that the recommended or requested service or treatment is experimental or investigational and the treating physician certifies in writing that any delay may pose an imminent threat to the insured person's health.
- If the denial of coverage involves an admission, availability of care, continued stay, or health care service for an insured person who has received emergency services, but has not been discharged from a facility.

An expedited external review may not be provided for retrospective adverse determinations

There may be other resources available to help understand the appeals process. For questions about appeal rights or an adverse benefit determination, the state department of insurance may be able to assist at:

Pennsylvania Insurance Department  
Consumer Services  
1209 Strawberry Square  
Harrisburg, PA 17120  
Phone: (717) 787-2317  
(877) 881-6388  
Website: [www.insurance.pa.gov](http://www.insurance.pa.gov)

In addition, and under limited circumstances, a request for an expedited external review may be requested. For details, contact our Customer Service Department at 800-767-0700.

Sincerely,

Lisa Dealy  
Manager of Appeals and Reviews  
**Student Resources**

Enclosures: Language Assistance Program (Insured/Member Only )  
Non Discrimination Notice (Insured/Member Only)  
External Review Request Form  
Pennsylvania Appeal Rights

Cc: Christopher McNaughton

LD/Vk

This letter (including any attachments) contains confidential information intended for a specific individual and purpose, and its content is protected by law. If you are not the intended recipient, you are hereby notified that any disclosure, copying or distribution of this transmission, or taking any action based on it, is strictly prohibited.

SPANISH (Español): Para obtener asistencia en Español, llame al 1-866-260-2723

TAGALOG (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-866-260-2723.

CHINESE (中文): 如果需要中文的帮助, 请拨打这个号码 1-866-260-2723 。

NAVAJO (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-866-260-2723



## REQUEST FOR EXTERNAL REVIEW

This External Review Request must be filed within four (4) months after you receive a denial of payment on a claim or a request for coverage of a health care service or treatment.

### Return Request to:

UnitedHealthcare StudentResources  
Attention: Claims Appeals  
P.O. Box 809025  
Dallas, TX 75380-9025  
Phone: 1-800-767-0700

### **APPLICANT NAME**

Applicant Name:

Applicant Address:

Street

City

State

Zip

Applicant is:

\_\_\_\_\_ Insured Person/Patient

\_\_\_\_\_ Provider

\_\_\_\_\_ Authorized Representative

### **INSURED PERSON / PATIENT INFORMATION**

Insured Person's Name:

Patient's Name (of other than Insured Person):

Insured Person's Address:

Street

City

State

Zip

Insured Person's Phone Number: (\_\_\_\_) \_\_\_\_\_

Home

(\_\_\_\_) \_\_\_\_\_

cell

### **INSURANCE INFORMATION (from the Insured Person's ID card)**

Insurance Company's Name:

Insurance Company's Address:

Street

City

State

Zip

Insurance Company's Phone Number: (\_\_\_\_) \_\_\_\_\_

Insured Person's ID Number:

Insurance Claim / Reference Number:

### **HEALTH CARE PROVIDER INFORMATION (Treating Physician or Health Care Facility)**

Name of Health Care Provider:

Address of Health Care Provider:

Street

City

State

Zip

Contact Person:

Phone Number: (\_\_\_\_) \_\_\_\_\_

Medical Record Number:

**REASON FOR INSURANCE COMPANY DENIAL (Please check one)**

- ☐ The health care service or treatment is not medically necessary.
- ☐ The health care service or treatment is experimental or investigational.
- ☐ Other:

**Summary of External Review Request:** Provide a brief description of the claim, the request for health care service or treatment that was denied, and/or attach a copy of the denial from your insurance company.

**EXPEDITED REVIEW**

**If you need a fast decision**, you may request that your external appeal be handled on an expedited basis. To complete this request, your treating health care provider must fill out the attached form stating that a delay would seriously jeopardize the life or health of the patient or would jeopardize the patient's ability to regain maximum function.

Is this a request for an expedited appeal? ☐ Yes ☐ No

**SIGNATURE AND RELEASE OF MEDICAL RECORDS**

To appeal your insurer's denial, you must sign and date this external review request form and consent to the release of medical records.

I, \_\_\_\_\_, hereby request an external appeal. I attest that the information provided in this application is true and accurate to the best of my knowledge. I authorize my insurance company and my health care providers to release all relevant medical or treatment records to the independent review organization. I understand that the independent review organization will use this information to make a determination on my external appeal and that the information will be kept confidential and not be release to anyone else. This release is valid for one year.

Signature of Insured Person (or Legal Representative):

Relationship of Legal Representative: ☐ Parent ☐ Guardian ☐ Conservator ☐ Other \_\_\_\_\_ Specify

**APPOINTMENT OF AUTHORIZED REPRESENTATIVE**

(Complete this section only if someone else will be representing you in this appeal.)

You can represent yourself, or you may ask another person, including your treating health care provider, to act as your authorized representative. You may revoke this authorization at any time.

I hereby authorize \_\_\_\_\_ to pursue my appeal on my behalf.

Signature of Insured Person (or Legal Representative):

Date Signed:

Authorized Representative's Address:

Street City State Zip

Authorized Representative's Phone Number: Daytime (\_\_\_\_) Evening (\_\_\_\_)

**HEALTH CARE SERVICE OR TREATMENT DECISION IN DISPUTE**

Describe in your own words the disagreement with your Insurance Company. Indicate clearly the service(s) being denied and the specific date(s) being denied. Explain why you disagree. Attach additional page if necessary and include available pertinent medical records, any information you received from your Insurance Company concerning the denial, any pertinent peer literature or clinical studies, and any additional information from your Physician/Health Care Provider that you want the Independent Review Organization reviewer to consider.

**WHAT TO SEND AND WHERE TO SEND IT**

**PLEASE CHECK BELOW. (NOTE: YOUR REQUEST WILL NOT BE ACCEPTED FOR FULL REVIEW UNLESS ALL Three (3) ITEMS BELOW ARE INCLUDED.)**

1. **YES**, I have included this completed application form signed and dated.
2. **YES**, I have included a photocopy of my insurance identification card or other evidence showing that I am insured by the Insurance Company named in this application.
3. **YES**, I have enclosed the letter from my Insurance Company.

Call the Customer Service Department at 800-767-0700 if you need help in completing this application or if you do not have one or more of the above items and would like information on alternative ways to complete your request for external review.



211559200135

## NON-DISCRIMINATION NOTICE

UnitedHealthcare StudentResources does not treat members differently because of sex, age, race, color, disability or national origin.

If you think you were treated unfairly because of your sex, age, race, color, disability or national origin, you can send a complaint to:

Civil Rights Coordinator  
United HealthCare Civil Rights Grievance  
P.O. Box 30608  
Salt Lake City, UTAH 84130  
[UHC\\_Civil\\_Rights@uhc.com](mailto:UHC_Civil_Rights@uhc.com)

You must send the written complaint within 60 days of when you found out about it. A decision will be sent to you within 30 days. If you disagree with the decision, you have 15 days to ask us to look at it again.

If you need help with your complaint, please call the toll-free member phone number listed on your health plan ID card, Monday through Friday, 8 a.m. to 8 p.m. ET.

You can also file a complaint with the U.S. Dept. of Health and Human Services.

**Online** <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>

Complaint forms are available at  
<http://www.hhs.gov/ocr/office/file/index.html>.

**Phone:** Toll-free **1-800-368-1019, 800-537-7697** (TDD)

**Mail:** U.S. Dept. of Health and Human Services. 200 Independence Avenue, SW Room 509F, HHH Building Washington, D.C. 20201

We also provide free services to help you communicate with us. Such as, letters in other languages or large print. Or, you can ask for free language services such as speaking with an interpreter. To ask for help, please call the toll-free member phone number listed on your health plan ID card, Monday through Friday, 8 a.m. to 8 p.m. ET.



## REQUEST FOR EXTERNAL REVIEW

**This External Review Request Form must be filed within four (4) months after your receipt of a denial of payment on a claim or a request for coverage of a health care service or treatment.**

### Return Request to:

UnitedHealthcare StudentResources  
Attention: Claims Appeals  
P.O. Box 809025  
Dallas, TX 75380-9025  
Phone: 1-800-767-0700

### **APPLICANT NAME**

Applicant Name: \_\_\_\_\_

Applicant Address: \_\_\_\_\_  
Street
City
State
Zip

Applicant is: \_\_\_\_\_ Insured Person/Patient  
 \_\_\_\_\_ Provider  
 \_\_\_\_\_ Authorized Representative

### **INSURED PERSON / PATIENT INFORMATION**

Insured Person's Name: \_\_\_\_\_

Patient's Name (of other than Insured Person): \_\_\_\_\_

Insured Person's Address: \_\_\_\_\_  
Street
City
State
Zip

Insured Person's Phone Number: ( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
Home
cell

### **INSURANCE INFORMATION (from the Insured Person's ID card)**

Insurance Company's Name: \_\_\_\_\_

Insurance Company's Address: \_\_\_\_\_  
Street
City
State
Zip

Insurance Company's Phone Number: ( ) \_\_\_\_\_

Insured Person's ID Number: \_\_\_\_\_

Insurance Claim / Reference Number: \_\_\_\_\_

### **HEALTH CARE PROVIDER INFORMATION (Treating Physician or Health Care Facility)**

Name of Health Care Provider: \_\_\_\_\_

Address of Health Care Provider: \_\_\_\_\_  
Street
City
State
Zip

Contact Person: \_\_\_\_\_ Phone Number: ( ) \_\_\_\_\_

Medical Record Number: \_\_\_\_\_

**REASON FOR INSURANCE COMPANY DENIAL (Please check one)**

\_\_\_\_\_ The health care service or treatment is not medically necessary.

\_\_\_\_\_ The health care service or treatment is experimental or investigational.

\_\_\_\_\_ Other:

**Summary of External Review Request:** Provide a brief description of the claim, the request for health care service or treatment that was denied, and/or attach a copy of the denial from your insurance company.

**EXPEDITED REVIEW**

**If you need a fast decision,** you may request that your external appeal be handled on an expedited basis. To complete this request, your treating health care provider must fill out the attached form stating that a delay would seriously jeopardize the life or health of the patient or would jeopardize the patient's ability to regain maximum function.

Is this a request for an expedited appeal? \_\_\_\_\_ Yes \_\_\_\_\_ No

**SIGNATURE AND RELEASE OF MEDICAL RECORDS**

To appeal your insurer's denial, you must sign and date this external review request form and consent to the release of medical records.

I, \_\_\_\_\_, hereby request an external appeal. I attest that the information provided in this application is true and accurate to the best of my knowledge. I authorize my insurance company and my health care providers to release all relevant medical or treatment records to the independent review organization. I understand that the independent review organization will use this information to make a determination on my external appeal and that the information will be kept confidential and not be release to anyone else. This release is valid for one year.

Signature of Insured Person (or Legal Representative): \_\_\_\_\_

Relationship of Legal Representative: \_\_\_\_ Parent \_\_\_\_ Guardian \_\_\_\_ Conservator \_\_\_\_ Other \_\_\_\_\_  
Specify**APPOINTMENT OF AUTHORIZED REPRESENTATIVE**

(Complete this section only if someone else will be representing you in this appeal.)

You can represent yourself, or you may ask another person, including your treating health care provider, to act as your authorized representative. You may revoke this authorization at any time.

I hereby authorize \_\_\_\_\_ to pursue my appeal on my behalf.

Signature of Insured Person (or Legal Representative): \_\_\_\_\_

Date Signed: \_\_\_\_\_

Authorized Representative's Address: \_\_\_\_\_  
Street City State Zip

Authorized Representative's Phone Number: Daytime (\_\_\_\_) \_\_\_\_\_ Evening (\_\_\_\_) \_\_\_\_\_

## HEALTH CARE SERVICE OR TREATMENT DECISION IN DISPUTE

Describe in your own words the disagreement with your Insurance Company. Indicate clearly the service(s) being denied and the specific date(s) being denied. Explain why you disagree. Attach additional page if necessary and include available pertinent medical records, any information you received from your Insurance Company concerning the denial, any pertinent peer literature or clinical studies, and any additional information from your Physician/Health Care Provider that you want the Independent Review Organization reviewer to consider.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

## WHAT TO SEND AND WHERE TO SEND IT

**PLEASE CHECK BELOW. (NOTE: YOUR REQUEST WILL NOT BE ACCEPTED FOR FULL REVIEW UNLESS ALL Three (3) ITEMS BELOW ARE INCLUDED.)**

1. \_\_\_\_ **YES**, I have included this completed application form signed and dated.
2. \_\_\_\_ **YES**, I have included a photocopy of my insurance identification card or other evidence showing that I am insured by the Insurance Company named in this application.
3. \_\_\_\_ **YES**, I have enclosed the letter from my Insurance Company.

Call the Customer Service Department at 800-767-0700 if you need help in completing this application or if you do not have one or more of the above items and would like information on alternative ways to complete your request for external review.

**Explanation of Benefits**  
**Pennsylvania**

You or your authorized representative, such as a family member or physician, may request an internal appeal of this determination. The request for an internal appeal must be made within 180 days from the date you receive this statement. Please call our Customer Service Department at 800-767-0700 if you have any questions regarding this determination or to begin the appeal process. Please send your written request for an internal appeal, along with any written comments, documents, records or other material relevant to the claim, to: UnitedHealthcare/StudentResource, PO Box 809025, Dallas TX 75380-9025.

You may also request copies, free of charge, of information relevant to your claim by contacting us at the address shown above.

If you need diagnosis and/or treatment code information related to this claim, please call the number shown on your ID card or the Customer Service Department at the number shown above.

You may request, free of charge, a copy of the internal rule, guideline or protocol, or an explanation of the scientific basis and/or clinical judgment we relied upon in making this decision regarding your claim.

You may have the right to have this decision reviewed by an external independent third party who has no association with us. This external review right is available after the internal appeal process is completed. In addition, and under limited circumstances, a request for an expedited external review may be requested at the same time you submit an internal appeal request. For details, contact our Customer Service Department at 800-767-0700.

There may be other resources available to help you understand the appeals process. For questions about your appeal rights or an adverse benefit determination, the Pennsylvania Department of Insurance may be able to assist you at:

Pennsylvania Department of Insurance  
 1209 Strawberry Square  
 Harrisburg, Pennsylvania 17120  
 (877) 881-6388  
[www.insurance.pa.gov](http://www.insurance.pa.gov)

SPANISH (Español): Para obtener asistencia en Español, llame al 800-767-0700

TAGALOG (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 800-767-0700.

CHINESE (中文): 如果需要中文的帮助, 请拨打这个号码 800-767-0700.

NAVAJO (Dine): Dinekehgo shika at'ohwol ninisingo, kwijigo holne' 800-767-0700.

## EXHIBIT E



200 First Street SW  
Rochester, Minnesota 55905

507-284-2511  
mayoclinic.org

June 7, 2021  
RE: Christopher A. McNaughton  
MC#: 9-038-554  
DOB: 6/11/1991

To Whom It May Concern:

The statements from United Healthcare/First Risk Advisors contained in the email from Dave Opperman (President First Risk Advisors) dated Friday May 14, 2021, are an inaccurate account of the Peer-to-Peer Review that took place Wednesday May 12, 2021. I did not agree that Chris' current treatment regimen was "not appropriate," and I did not agree to "titrate him down." As detailed in my letter dated May 19, 2021, I strongly recommend that Chris continue with his current regimen of Remicade 20 mg/kg every 4 weeks and Entyvio 600 mg every 4 weeks. I emphasized this during the Peer-to-Peer Review. What United Healthcare/First Risk Advisors is alleging is an inaccurate representation of what took place during the Peer-to-Peer Review.

Feel free to contact me if you require additional information.

Sincerely,

A handwritten signature in black ink that reads "Edward V. Loftus, Jr., MD".

Edward V. Loftus, Jr., MD, FACP, FACG, AGAF  
Professor of Medicine  
Mayo Clinic College of Medicine  
Co-Director, Advanced IBD Fellowship Program  
Division of Gastroenterology and Hepatology  
Mayo Clinic  
Rochester, Minnesota  
USA  
Phone: 1-507-266-0873  
Fax: 1-507-284-0538



**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CHRISTOPHER MCNAUGHTON,

Plaintiff,

vs.

UNITEDHEALTHCARE INSURANCE  
COMPANY, and  
UNITED HEALTHCARE, INC.,

Defendants

CIVIL ACTION

Case No.: 2:21-cv-03802-MMB

**JURY TRIAL DEMANDED**

**CERTIFICATE OF SERVICE**

It is hereby certified that a true and correct copy of Plaintiff's Amended Complaint was served via email on the 5th day of October, 2021, upon the following:

Jeffrey A. Lutsky, Esq.  
Chelsea A. Biemiller, Esq.  
Stradley, Ronn, Stevens & Young, LLP.  
2005 Market Street, Suite 2600  
Philadelphia, PA 19103-7018  
[JLutsky@STRADLEY.com](mailto:JLutsky@STRADLEY.com)  
[cbiemiller@stradley.com](mailto:cbiemiller@stradley.com)

/s/ Marion K. Munley

Maron K. Munley